

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: January 6, 2010

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
5	C070752	Van Scoyoc Associates Steve Palmer	None

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

9	C10027	Overland Pacific & Cutler, Inc. <i>Ray Armstrong</i>	PB/Associated Psomas RBF Consulting AEI-CASC Hernandez Kroone Donahue Associates Kiley Company Lidgard & Associates Hennessey & Hennessey Mason & Mason Riggs & Riggs Thomas Pike & Associates RP Laurain & Associates Hodges, Lacey & Associates DM & A Desmond & Associates Lawyers Title Chicago Title TEC Services Hatch Mott McDonald Aztec Leighton Group Ninyo & Moore Converse Consultants Allied Industries REC & S, Inc. Thomas Land Clearing Excel Excavating American Wrecking J & G Diamond Services Guardian Fence
10	03-013-06	Lim and Nascimento Engineering Corporation <i>Peter Lim</i>	S2 Engineering Jacobs Caltrop
10	09-095-01	HNTB <i>Michael Kraman</i>	AECOM (formerly DMJM)

12	C10153	AT& T <i>Lee Corby</i>	None
13	C10043	URS Corporation Americas <i>Brian Wynne</i>	Wilson and Company Epic Land Solutions Tatsumi and Partners Inc.
21	C10007	To Be Determined	
23	C10165	ICF Jones & Stokes Rich Walter	None
23	C10170	PBS&J Michael Hendrix	None

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors												
Brad Mitzelfelt Board of Supervisors												
Paul Biane Board of Supervisors												
Josie Gonzales Board of Supervisors												
Neil Derry Board of Supervisors												
Charley Glasper City of Adelanto												
Rick Roelle Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake												
Dennis Yates City of Chino												
Gwenn Norton-Perry City of Chino Hills												
Kelly Chastain City of Colton												
Mark Nuaimi City of Fontana												
Bea Cortes City of Grand Terrace												
Mike Leonard City of Hesperia												

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland												
Rhodes 'Dusty' Rigsby City of Loma Linda												
Paul Eaton City of Montclair												
Jeff Williams City of Needles												
Alan Wapner City of Ontario												
Diane Williams City of Rancho Cucamonga												
Pat Gilbreath City of Redlands												
Ed Scott City of Rialto												
Patrick Morris City of San Bernardino												
Jim Harris City of Twentynine Palms												
John Pomierski City of Upland												
Ryan McEachron City of Victorville												
Dick Riddell City of Yucaipa												
William Neeb Town of Yucca Valley												
Ray Wolfe Ex-Official Member												

X = member attended meeting.

* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
Brad Mitzelfelt Board of Supervisors	X			X	X		X	X	X	X	X	X	X
Paul Biane Board of Supervisors	X		X	X			X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
Neil Derry Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
Julie McIntyre City of Barstow	X	X	X	X	X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X	X		X	X	X
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
Mike Leonard City of Hesperia	X	X		X	X		X	X	X		X		X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
Jeff Williams City of Needles	X	X		X	X		X	X	X	X		X	
Alan Wapner City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X	X		X	X	X	X	X			X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X		X
Ray Wolfe Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 3

Date: January 6, 2010

Subject: Development Mitigation Annual Report for Fiscal Year Ending June 30, 2009

Recommendation:* Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2009.

Background: Preparation of the Development Mitigation Annual Report is an on-going requirement of the SANBAG Congestion Management Program. Each jurisdiction is required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Nexus Study over the past fiscal year. This agenda item provides a summary of the local jurisdiction Development Mitigation Annual Reports.

Based on the information provided to SANBAG by local jurisdictions, \$15,941,241 in development mitigation fees for transportation projects were collected and \$9,858,613 of development mitigation fees were expended on Nexus Study projects during fiscal year ending June 30, 2009. Of the approximately \$15.9 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The \$15,941,251 of development mitigation represents a 65% decrease in development mitigation revenue from the \$43,327,416 collected in FY07/08.

A summary table of the Development Mitigation Annual Reports has been provided in Attachment 1 of this agenda item. Since the implementation of the

*Approved
Board of Directors*

Date:

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

SANBAG Development Mitigation Program began in FY06/07, a total of \$108,867,096 has been collected and a total of \$42,476,627 in development mitigation has been expended on projects contained in the Nexus Study.

The Development Mitigation Annual Report is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SANBAG staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Financial Impact: This item is consistent with the adopted FY 2009-2010 budget. TN20310000. The Development Mitigation Program is an essential element of the funding for projects contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed by the Plans and Programs Committee on December 16, 2009.

Responsible Staff: Ryan Graham, Transportation Planning Analyst

Attachment 1: Summary Table

City/Town Statistical Table									
Development Mitigation Summary Table									
For the Year Ending June 30, 2009									
City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 08/09*	Fees Expended on Nexus Projs in FY 08/09	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto	16	0	56,368	0	0	\$113,956	\$0	\$909,116	\$0
Apple Valley	19	95	195,853	58,218	8,668	\$972,339	\$0	\$5,744,643	\$3,057,981
Chino	141	0	2,000	0	125,000	\$707,440	\$15,000	\$11,881,899	\$183,000
Chino Hills	44	0	66,907	0	0	\$1,820,400	\$0	\$7,840,828	\$5,174,800
Colton	1	3	4,960	2,841	56,550	\$155,600	\$0	\$359,496	\$0
Fontana	191	47	124,834	21,600	0	\$2,263,428	\$1,278,864	\$20,316,397	\$2,858,380
Grand Terrace	0	0	3,680	0	0	\$20,775	\$0	\$509,991	\$0
Hesperia	53	132	222,000	0	20,000	\$1,906,555	\$1,863,519	\$8,901,282	\$13,058,410
Highland	2	0	54,111	0	0	\$438,872	\$0	\$2,731,476	\$0
Loma Linda	1	44	0	5,545	0	\$70,833	\$0	\$1,639,340	\$0
Montclair	32	0	7,199	0	6,741	\$80,313	\$0	\$587,371	\$0
Ontario	2	20	107,299	6,599	127,766	\$1,018,367	\$630,612	\$10,315,813	\$1,185,619
Rancho Cucamonga	82	141	84,301	174,239	82,501	\$1,409,945	\$0	\$5,534,281	\$2,020,312
Redlands	17	71	2,123	3,025	497	\$113,077	\$0	\$5,562,158	\$1,589,898
Rialto	5	1	7,000	0	2,000	\$465,192	\$334,776	\$1,582,304	\$1,601,342
San Bernardino	16	0	248,272	0	0	\$691,915	\$0	\$6,587,971	\$0
Upland	0	192	37,787	25,880	70,200	\$401,656	\$0	\$614,650	\$0
Victorville	290	0	64,600	0	0	\$1,847,437	\$3,520,658	\$12,941,788	\$8,591,360
Yucaipa	22	0	0	89,120	0	\$313,837	\$2,215,184	\$1,793,128	\$3,155,528
Total	934	746	1,309,294	387,067	499,923	\$14,809,937	\$9,858,613	\$106,353,912	42,476,627
* May include fees from other sources not listed in the summary table									
** Only includes revenue collected beginning FY06/07									
*** Only includes expenditure of development mitigation fees									
SB. County Statistical Table									
Development Mitigation Summary Table									
For the Year Ending June 30, 2009									
County Sphere/Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 08/09*	Fees Expended on Nexus Projs in FY 08/09	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Apple Valley Sphere	8	0	0	0	0	\$61,478	\$0	\$363,312	\$0
Chino Sphere	0	0	0	0	0	\$587	\$0	\$21,315	\$0
Colton Sphere	0	0	0	0	0	\$235	\$0	\$5,763	\$0
Devore/Glen Helen	1	0	0	0	0	\$6,554	\$0	\$34,379	\$0
Fontana Sphere	0	0	0	0	29,368	\$151,269	\$0	\$228,379	\$0
Hesperia Sphere	7	0	0	0	0	\$74,158	\$0	\$454,718	\$0
Loma Linda Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Montclair Sphere	0	0	0	0	0	\$193	\$0	\$7,353	\$0
Redlands Sphere	0	0	0	0	0	\$1,461	\$0	\$51,274	\$0
Redlands Donut Hole	0	0	0	0	0	\$748,151	\$0	\$748,232	\$0
Rialto Sphere	4	0	0	0	0	\$25,785	\$0	\$50,687	\$0
San Bernardino Sphere	0	0	0	0	0	\$10,873	\$0	\$403,245	\$0
Upland Sphere	2	0	0	0	0	\$16,900	\$0	\$40,930	\$0
Victorville Sphere	8	0	0	0	0	\$33,650	\$0	\$103,598	\$0
Yucaipa Sphere	0	0	0	0	0	\$0	\$0	\$0	\$0
Total	30	0	0	0	29,368	\$1,131,304	\$0	\$2,513,184	\$0
* May include fees from other sources not listed in the summary table									
** Only includes revenue collected beginning FY06/07									
*** Only includes expenditure of development mitigation fees									

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 4

Date: January 6, 2010

Subject: Local Input on Growth Forecasts for the Southern California Association of Governments' (SCAG) 2012 Regional Transportation Plan

Recommendation: Receive information on updated growth forecasts for the SCAG 2012 Regional Transportation Plan (RTP) resulting from local input

Background: SCAG, in cooperation with SANBAG and local jurisdictions, is currently preparing preliminary countywide and city-level growth forecasts as part of the regional forecast that will serve as a foundation for the 2012 RTP. An initial report on the growth forecasting process was provided to the Plans and Programs Committee in October.

The city-level growth estimates originally provided by SCAG are shown in Table 1. The table shows growth to 2035, along with calculations of annual compounded growth rates for households and employment. A summary for the East Valley cities, West Valley cities, and Victor Valley cities is also shown.

SCAG has also generated estimates for 2020, not shown here. This initial draft forecast shows annual growth in households and employment at 1.7% countywide. It also shows employment growth in all three of these subareas as just under 2 percent per year and household growth substantially greater in the Victor Valley than in other subareas.

*Approved
 Board of Directors*

Date: _____

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In Favor:

Opposed:

Abstained:

Witnessed: _____

Table 1. Initial (Draft) Estimates by SCAG of City-Level Growth to 2035

CITY	2008 Population	2035 Population	2008 House- holds	2035 House- holds	2008 Employ- ment	2035 Employ- ment	Annual HH Grth to 2035	Annual Emp Grth to 2035
Adelanto	28,139	107,868	7,292	29,838	5,121	7,860	5.4%	1.6%
Apple Valley	69,758	95,951	22,866	35,194	12,516	20,265	1.6%	1.8%
Barstow	24,009	64,635	8,351	23,499	12,527	19,963	3.9%	1.7%
Big Bear Lake	6,234	10,173	2,573	4,351	5,856	9,196	2.0%	1.7%
Chino	83,325	115,181	20,274	29,164	45,717	70,847	1.4%	1.6%
Chino Hills	78,593	82,643	22,568	24,860	8,769	14,063	0.4%	1.8%
Colton	51,637	85,007	15,056	26,498	22,650	36,429	2.1%	1.8%
Fontana	188,174	241,764	47,515	62,081	44,894	72,288	1.0%	1.8%
Grand Terrace	12,475	14,650	4,340	5,272	2,846	4,540	0.7%	1.7%
Hesperia	87,727	204,942	26,820	61,119	14,647	23,206	3.1%	1.7%
Highland	52,273	70,923	15,122	21,487	5,691	9,157	1.3%	1.8%
Loma Linda	22,560	39,815	8,562	16,611	16,589	27,621	2.5%	1.9%
Montclair	36,878	53,581	9,412	14,726	15,580	24,949	1.7%	1.8%
Needles	5,781	5,973	2,222	2,302	3,133	5,009	0.1%	1.8%
Ontario	172,894	329,275	45,592	90,090	107,069	167,968	2.6%	1.7%
Rancho	176,721	179,037	53,738	57,220	58,884	92,840	0.2%	1.7%
Redlands	71,510	92,272	25,470	33,696	39,062	62,919	1.0%	1.8%
Rialto	99,585	138,151	25,529	38,306	21,567	34,249	1.5%	1.7%
San Bernardino	204,368	261,041	59,266	77,777	95,453	152,068	1.0%	1.7%
Twentynine Palms	30,664	68,027	7,804	18,614	3,027	4,893	3.3%	1.8%
Upland	74,852	82,053	25,725	31,497	26,278	42,066	0.8%	1.8%
Victorville	108,106	189,513	32,567	58,313	31,774	50,884	2.2%	1.8%
Yucaipa	51,226	62,836	18,117	23,786	9,202	14,645	1.0%	1.7%
Yucca Valley	21,188	36,451	8,384	16,284	4,313	6,951	2.5%	1.8%
Unincorporated	294,236	450,117	92,841	155,465	87,437	136,816	1.9%	1.7%
Grand Total	2,052,913	3,081,879	608,006	958,050	700,602	1,111,692	1.7%	1.7%
West Valley Cities	811,437	1,083,534	224,824	309,638	307,191	485,021	1.2%	1.7%
East Valley Cities	565,634	764,695	171,462	243,433	213,060	341,628	1.3%	1.8%
Victor Valley Cities	293,730	598,274	89,545	184,464	64,058	102,215	2.7%	1.7%
Other	382,112	635,376	122,175	220,515	116,293	182,828	2.2%	1.7%

Subsequent to the distribution of the SCAG growth forecast dataset, local jurisdictions have submitted either tentative verification of the SCAG estimates or alternative numbers, based on their own analyses and on discussions with SCAG and SANBAG staff. This information has been assembled into updated tables representing "raw local input." SANBAG staff is having additional conversations with several of the jurisdictions to clarify and possibly refine the raw local input, with the intent to develop a "modified local input" table by the end of December. A key meeting to review both the raw local input and the modified local input is being held the afternoon of December 16 with local jurisdiction planning directors. It is the hope that remaining local input issues can be resolved at this meeting. Although the modified local input is not yet complete, and is not ready for review by the Plans and Programs Committee, it is useful to review the raw local input and to discuss some of the principles that are being applied in developing the modified local input.

Table 2 compares the population forecasts for 2035 as provided in the original SCAG draft against the raw local input. Annual population growth rates are indicated to allow for easier interpretation of the data. Further, the cities are grouped into West Valley, East Valley, and Victor Valley. The "Other" category includes the unincorporated areas plus the rural mountain/desert cities. In addition, the SCAG forecasts for other counties in the SCAG region are shown, providing a context for consideration of the San Bernardino County forecasts. Several observations from Table 2 include:

- The annual population growth rate projected by SCAG is 1.5%
- The raw local input reduces that growth rate to 1.2%. In other words, local jurisdictions, overall, expect a lower growth rate than projected by SCAG. Some of the primary drivers of this reduction (reductions from the SCAG numbers of over 1% per year) include: Adelanto, Barstow, Hesperia, Yucca Valley, and the County. The reduction by the County is particularly significant in magnitude (reduction of 114,000), and discussions are underway to further explore this issue.
- The projected population growth rate for the Victor Valley is substantially higher than the growth rate for the Valley, but the Victor Valley growth rate has been reduced in the raw local input.

Table 2. Comparison of SCAG and Local Input Population Forecasts

Comparison of Annual Population Growth Rates - SCAG vs. Raw Local Input vs.				
CITY	2035 Population SCAG	2035 Population Raw Local Input	2035 Annual Pop Growth Rate SCAG	2035 Annual Pop Growth Rate Raw Local Input
Adelanto	107,868	68,252	5.1%	3.3%
Apple Valley	95,951	112,988	1.2%	1.8%
Barstow	64,635	38,702	3.7%	1.8%
Big Bear Lake	10,173	8,364	1.8%	1.1%
Chino	115,181	115,181	1.2%	1.2%
Chino Hills	82,643	82,643	0.2%	0.2%
Colton	85,007	73,266	1.9%	1.3%
Fontana	241,764	241,764	0.9%	0.9%
Grand Terrace	14,650	14,650	0.6%	0.6%
Hesperia	204,942	132,056	3.2%	1.5%
Highland	70,923	70,923	1.1%	1.1%
Loma Linda	39,815	31,886	2.1%	1.3%
Montclair	53,581	44,878	1.4%	0.7%
Needles	5,973	9,168	0.1%	1.7%
Ontario	329,275	360,851	2.4%	2.8%
Rancho Cucamonga	179,037	179,037	0.05%	0.05%
Redlands	92,272	92,272	0.9%	0.9%
Rialto	138,151	128,229	1.2%	0.9%
San Bernardino	261,041	261,041	0.9%	0.9%
Twentynine Palms	68,027	68,027	3.0%	3.0%
Upland	82,053	82,053	0.3%	0.3%
Victorville	189,513	189,513	2.1%	2.1%
Yucaipa	62,836	62,836	0.8%	0.8%
Yucca Valley	36,451	27,229	2.0%	0.9%
Unincorporated*	450,117	336,037	1.6%	0.6%
Grand Total	3,081,879	2,831,846	1.5%	1.2%
West Valley Cities	1,083,534	1,106,407	1.1%	1.2%
East Valley Cities	764,695	735,103	1.1%	1.0%
Victor Valley Cities	598,274	502,809	2.7%	2.0%
Other	635,376	487,527	1.9%	1.0%
Other SCAG Counties				
Imperial Co.			2.1%	
Los Angeles Co.			0.6%	
Orange Co.			0.5%	
Riverside Co.			2.0%	
Ventura Co.			0.7%	
Total (incl. SB)			0.9%	

- The projected population growth rate for San Bernardino County based on the raw local input (1.2%) is substantially greater than the growth rate for Los Angeles, Orange, and Ventura Counties, but is substantially less than the projected growth rate for Riverside County (2%). It is expected that the modified local input could result in an increased growth rate, but not as much as the growth rate in the original SCAG forecast.

Table 3 compares the employment forecasts for 2035 as provided in the original SCAG draft against the raw local input. The annual growth rates are also indicated. In addition, Table 3 shows the ratio of employees per person (or jobs per capita) for 2008, 2035 SCAG, and 2035 raw local input. These ratios are very informative as a reality check on relationships between residential and employment growth and as a gauge of future trends. Some observations include:

- The annual employment growth rate projected by SCAG is 1.7%
- The raw local input increases that employment growth rate to 2.3%. In other words, local jurisdictions, overall, expect a higher growth rate than projected by SCAG. Some of the primary drivers of this increase (increases from the SCAG numbers of over 1% per year) include: Grand Terrace, Highland, Loma Linda, Ontario, and the County. The increase in Ontario was particularly significant.
- The annual employment growth rate for San Bernardino County in the SCAG estimate is double the growth rate for the region. The raw local input increases the growth rate to approximately 2.5 times the regional average, and about on par with the SCAG employment growth rate for Riverside County.
- The differences in employment growth rates between SCAG and the raw local input are attributable primarily to changes in the West Valley and "other" categories.
- The SCAG forecasts show an increase in employment/person for San Bernardino County from 0.34 in 2008 to 0.36 in 2035. One would expect this ratio to increase over time, as jobs gravitate to the Inland Empire at a higher rate than for the coastal counties. However, it could also be expected that the ratio for San Bernardino County would be at least on par with, if not slightly greater than, the ratio for Riverside County in 2035 (0.37). The raw local input results in a employment/person ratio of 0.44, but it is questionable whether this is realistic, given that it exceeds the 0.41 ratio for Los Angeles County by several points, and is higher than the regional average.

Table 3. Comparison of SCAG and Local Input Employment Forecasts

vs. Mod. Local Input							
CITY	2035 Employmt. SCAG	2035 Employmt Raw Local Input	2035 Annual Emp Growth Rate SCAG	2035 Annual Emp Growth Rate Raw Local Input	2008 Employ Per Pop	2035 Employ Per Pop, SCAG	2035 Employ Per Pop, Raw Local Input
Adelanto	7,860	7,860	1.6%	1.6%	0.18	0.07	0.12
Apple Valley	20,265	23,663	1.8%	1.8%	0.18	0.21	0.21
Barstow	19,963	19,963	1.7%	1.7%	0.52	0.31	0.52
Big Bear Lake	9,196	7,661	1.7%	1.0%	0.94	0.90	0.92
Chino	70,847	70,847	1.6%	1.6%	0.55	0.62	0.62
Chino Hills	14,063	13,503	1.8%	1.6%	0.11	0.17	0.16
Colton	36,429	30,733	1.8%	1.1%	0.44	0.43	0.42
Fontana	72,288	72,288	1.8%	1.8%	0.24	0.30	0.30
Grand Terrace	4,540	5,967	1.7%	2.8%	0.23	0.31	0.41
Hesperia	23,206	35,000	1.7%	1.2%	0.17	0.11	0.27
Highland	9,157	17,253	1.8%	4.2%	0.11	0.13	0.24
Loma Linda	27,621	37,062	1.9%	3.0%	0.74	0.69	1.16
Montclair	24,949	19,008	1.8%	0.7%	0.42	0.47	0.42
Needles	5,009	4,890	1.8%	1.7%	0.54	0.84	0.53
Ontario	167,968	325,794	1.7%	4.2%	0.62	0.51	0.90
Rancho Cuc.	92,840	70,319	1.7%	0.7%	0.33	0.52	0.39
Redlands	62,919	62,919	1.8%	1.8%	0.55	0.68	0.68
Rialto	34,249	48,485	1.7%	1.0%	0.22	0.25	0.38
San Bernardino	152,068	152,068	1.7%	1.7%	0.47	0.58	0.58
Twentynine Palms	4,893	4,893	1.8%	1.8%	0.10	0.07	0.07
Upland	42,066	42,066	1.8%	1.8%	0.35	0.51	0.51
Victorville	50,884	57,130	1.8%	2.2%	0.29	0.27	0.30
Yucaipa	14,645	14,645	1.7%	1.7%	0.18	0.23	0.23
Yucca Valley	6,951	6,242	1.8%	1.4%	0.20	0.19	0.23
UnIncorporated	136,816	106,650	1.7%	3.3%	0.30	0.30	0.32
Grand Total	1,111,692	1,256,909	1.7%	2.3%	0.34	0.36	0.44
West Valley Cities	485,021	613,825	1.7%	2.6%	0.38	0.45	0.55
East Valley Cities	341,628	369,132	1.8%	1.8%	0.38	0.45	0.50
Victor Valley Cities	102,215	123,653	1.7%	1.8%	0.22	0.17	0.25
Other	182,828	150,299	1.7%	2.7%	0.30	0.29	0.31
Other SCAG Counties							
Imperial Co.			2.4%		0.35	0.39	
Los Angeles Co.			0.5%		0.43	0.41	
Orange Co.			0.5%		0.52	0.52	
Riverside Co.			2.6%		0.31	0.37	
Ventura Co.			0.9%		0.42	0.43	
Total (incl. SB)			0.9%		0.42	0.41	

SANBAG staff's conclusion thus far is that neither the SCAG draft forecast nor the raw local input represent an adequate growth forecast at this time. SANBAG staff and SCAG staff have met to discuss criteria that could be applied in arriving at a modified local input dataset. Such criteria include:

- Jobs per capita in 2035 for San Bernardino County should be greater than jobs per capita in 2008 and 2020 – the ratio should be catching up to, but not be greater than, the regional average
- Jobs per capita in 2035 for San Bernardino County should be equivalent to or greater than jobs per capita for Riverside County, even though Riverside County may catch up to San Bernardino County to an extent.
- Jobs per capita should be increasing over time faster in the Victor Valley than in the Valley – this is especially true of retail jobs. Non-retail jobs may be more dependent on land available for non-retail uses.
- Jobs per capita should be increasing at approximately the same rates in the East Valley and in the West Valley
- Growth rates in areas not nearing build-out by 2035 should be in the range of the pre-housing-bubble historical norms
- Growth rates in areas nearer build-out should be lower than historical norms. This needs to be evaluated separately for residential vs non-residential development.
- Annual growth rates for any single jurisdiction in excess of 3% should have a clear rationale for why such a high growth rate would be expected to occur.

The modified local input growth forecast will be developed based on these general principles and discussed at the Planning Forum on December 16. This modified local input will then be submitted to SCAG for their use in a preliminary analysis of greenhouse gas emissions that is due to the California Air Resources Board (CARB) by March 1, 2010. The modified local input may also be used as a set of working numbers for transportation system modeling purposes. It is important to note that the modified local input numbers may be subsequently revised in consultation with SCAG and local jurisdictions. In addition, a separate scenario will be developed representing a growth forecast for the Sustainable Communities Strategy (SCS) under SB 375 (Steinburg). Separate discussions will occur in 2010 dealing with the development of the SCS.

Financial Impact: This item has no financial impact to SANBAG

Reviewed By: This item was reviewed by the Plans and Programs Committee on December 16, 2009 and the Mountain/Desert Committee on December 18, 2009.

Responsible Staff: Steve Smith, Chief of Planning

Minute Action

AGENDA ITEM: 5

Date: January 6, 2010

Subject: Van Scoyoc Associates Contract Extension for Federal Advocacy Services

Recommendation:* Approve Amendment #2 to contract No. C07075, for a two-year extension, with Van Scoyoc Associates for federal advocacy services in the amount of \$202,000 for a total not to exceed \$608,000.

Background: This is an amendment to an existing contract. Attached is the proposed amendment to extend the contract held with Van Scoyoc Associates, Inc., for federal advocacy services on behalf of SANBAG. The purpose of this agenda item is to approve a contract extension for two-years, keeping all other provisions of the contract as is.

The original contract with Van Scoyoc Associates (VSA) for federal advocacy services was entered into effect on January 10, 2007 and will cease on December 31, 2010. This amendment seeks authorization to extend the original term of the contract from December 31, 2010 to December 31, 2012. Currently, SANBAG approved this contract not to exceed \$406,000. If the contract extension is approved the total contract cost will be \$608,000.

Congress is currently discussing the next surface transportation authorization bill, which means this is a critical time for SANBAG to maintain its strong relationship with our Congressional delegation and the federal advocates that are familiar with SANBAG's legislative program and priorities and have proven to be effective in advancing Board approved items.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Financial Impact: The contract extension consistent with the adopted 2009/2010 fiscal year budget. TN50309000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 16, 2009. County Counsel has reviewed amendment as to form.


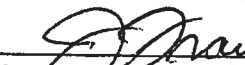


Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

SANBAG Contract No. C07075-2
by and between San Bernardino Associated Governments and Van Scoyoc Associates, Inc.
for Federal Advocacy Services

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C07075</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes: \$274,292 has already been expended based on past/current contract authority							
Original Contract: \$ <u>396,000</u>		Previous Amendments \$ <u>10,000</u>					
		Previous Amendments \$ _____					
Contingency / Allowance Amount \$ _____		Contingency / Allowance Total:					
		Current Amendment: \$ <u>202,000</u>					
		Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►						\$ <u>608,000</u>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>0503</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99001</u>	<u>MI Valley Major Project</u>	\$ <u>172,000</u>	
<u>0503</u>	<u>000</u>	<u>000</u>	<u>52001</u>	<u>99002</u>	<u>MI Mt./Desert Admin</u>	\$ <u>30,000</u>	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date: <u>1/10/07</u>				Contract Start: <u>1/10/07</u>		Contract End: <u>12/31/10</u>	
New Amend. Approval (Board) Date: <u>1/6/10</u>				Amend. Start: <u>2/1/10</u>		Amend. End: <u>12/31/12</u>	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>2009/10</u> \$ <u>0</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>202,000</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>50310000</u> (C-Task may be used here). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Jennifer Franco	Contract Manager: Jennifer Franco
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 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	 Date
Date	Date

AMENDMENT NO. 2
TO CONTRACT C07075

By and Between

**SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
VAN SCOYOC ASSOCIATES, INC.**

This Amendment #2 to Contract C07075 is entered into this 1st day of February 2010, between San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Van Scoyoc Associates, Inc. (VSA) referred to herein as "CONTRACTOR,"

WITNESSETH:

WHEREAS, SANBAG has previously engaged CONTRACTOR to provide federal advocacy services for SANBAG under Contract C07075 ("Contract"); and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract in order to revise the term of the Contract;

NOW THEREFORE, SANBAG and CONTRACTOR mutually agree to amend the Contract as follows:

1. SECTION VIII is amended to read:

VIII. The term of this Contract shall commence on January 1, 2007, and continue through December 31, 2010, unless terminated in writing by 60 days written notice from one party to the other. SANBAG, in its sole discretion, shall have the option of extending the term of this Contract twice for one year periods (i.e., January 1, 2011 – December 31, 2011 and January 1, 2012 – December 31, 2012). The Executive Director shall have the authority to exercise these options after receiving direction from the SANBAG Officers and the SANBAG Committee Chairpersons. If termination is for convenience under the 60-day notice provision, CONTRACTOR shall be compensated for services and approved expenses to the effective date of the termination. SANBAG shall also have the right to terminate this Contract immediately for cause for failure of CONTRACTOR to perform its obligations and in such event; CONTRACTOR shall only be paid for services and expenses to the date of the termination. No damages of any nature shall be due CONTRACTOR from SANBAG for exercise of termination rights by SANBAG.
2. All other portions of the Contract and any previous Amendments shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

Paul M. Eaton
President

Date _____

APPROVED AS TO LEGAL FORM

Jean-Rene Basle, SANBAG Counsel

VAN SCOYOC ASSOCIATES, INC.

Steve Palmer
Partner

Date _____



Minute Action

AGENDA ITEM: 6

Date: January 6, 2009

Subject: Reconfirm Support of SANBAG's Transportation Reauthorization Projects

Recommendation: *

1. Re-adopt Board approved projects for the Federal Transportation Reauthorization bill (Attachment #3).
2. Approve the High Desert Corridor Joint Powers Authority as the lead requestor for the High Desert Corridor project.

Background: The purpose of this item is to seek continued Board support for SANBAG's reauthorization projects.

The Board originally adopted projects listed in Attachment #3 in February 2009, which SANBAG staff submitted to our Congressional delegation during April-May 2009. The second year of a two-year Congressional session will begin in January 2010 and so, in preparation for future advocacy opportunities, SANBAG's Major Projects Committee and Mountain/Desert Committee recently reaffirmed support for SANBAG's reauthorization projects as part of our continued advocacy strategy.

During December's Major Projects Committee, the discussion regarding the next surface transportation act focused on how projects will be funded. At the moment, it is anticipated that projects might be listed in the next authorization act as a High Priority Project, which is a specific earmark, and/or as a Project of National and Regional Significance (general project authorization with a funding

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

amount to be determined by the annual appropriations process). How Congress determines to identify projects as High Priority Projects or Projects of National and Regional Significance is yet to be determined, but will be associated to the funding mechanism to implement the bill.

At December's Mountain/Desert Committee, committee members were concerned about the Yucca Loma Corridor not being included in the project list for reauthorization. Staff assured committee members that every effort was made to match projects to the Board adopted criteria to identify projects for reauthorization (Attachment #2). The criteria to identify reauthorization projects gave priority for projects with the following attributes:

- Located on the federal highway system;
- Region-wide benefits that meet federal requirements;
- Other committed funding sources; and
- Commence construction by 2015.

SANBAG's list of reauthorization projects includes no major arterial projects.

Ongoing Advocacy Strategy for Transportation Reauthorization

Currently, federal funding for surface transportation projects is authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act-Legacy for Users (SAFETEA-LU). While SAFETEA-LU expired on September 30, 2009, a second continuing resolution was passed by Congress to provide for ongoing funding of existing transportation programs, which is still pending approval by the President. This second continuing resolution will allow for the appropriation for all SAFETEA-LU programs to continue until February 28, 2010.

Chairman Oberstar of the House Transportation and Infrastructure Committee has released draft legislation for the next transportation reauthorization bill; however, the draft 775-page bill has not been given a bill number yet and includes no specific earmarks for projects. On the Senate side, Senator Barbara Boxer has been working on a separate transportation reauthorization bill, but no bill text is available.

SANBAG's ongoing advocacy strategy for reauthorization includes general policy considerations and specific transportation needs. In developing a strategy for the transportation reauthorization bill, it was generally understood that such efforts will evolve as actual bill language and national priorities require.

Also, SANBAG's reauthorization advocacy strategy will need to be re-examined throughout the year as joint advocacy efforts are coordinated by the entire Southern California region and State of California.

As Congress continues its work on the surface transportation reauthorization bill, SANBAG's approved principles for reauthorization have served as a foundation to proactively advocate for policy considerations (please see Attachment #1).

With regards to SANBAG's overall funding approach for transportation projects, during April and May of 2009, Congress received SANBAG's adopted projects for reauthorization (Attachment #3), which did not compete with SANBAG's advocacy efforts or funding requests for the annual appropriations bill. SANBAG's reauthorization projects were aligned to all other SANBAG strategies, to the extent possible, and allowed SANBAG to advocate for its most competitive regional capital improvement projects in terms of corridors, vital connectors, interchanges, public-private partnership projects and transit. For projects requested with a total project cost of more than \$20 million, such projects were requested for inclusion as both a High Priority Project (specific earmark) and as a Project of National and Regional Significance (general authorization with no specific dollar amount). This strategy was consistent with Congressional direction to reduce earmarks while, at the same time; authorize funding for a number of projects deemed as national priorities. As a result of our advocacy efforts, our House delegates submitted a number of projects to the House Transportation and Infrastructure Committee for consideration, but no further discussion or action has been taken. Senators Boxer and Feinstein also requested reauthorization projects, but there was no measureable result of that effort.

Last year, in preparation for the SANBAG D.C. Advocacy Trip in February 2009, SANBAG identified projects to advocate for inclusion in the next surface transportation reauthorization bill (please see Attachment #3). Looking ahead, in 2010, a small Board contingency will revisit Capitol Hill to advocate for SANBAG's funding requests and will be asked to provide input for the next transportation reauthorization bill.

History of Identifying SANBAG's Reauthorization Projects

Last year, SANBAG coordinated with each of its member jurisdictions to use the recommended "Guidelines for Identifying Projects for Federal Reauthorization" (Attachment #2) and obtained information regarding potential projects for reauthorization. Projects were then analyzed to determine regional benefits in

relationship to National Corridors and Trade Corridors of National Significance, vital connectors, grade separations along Alameda Corridor East and regionally-significant transit projects. This information was compared to data found in the Regional Transportation Improvement Program (RTIP), the Draft Measure I (2010-2040) Strategic Plan, the Draft Projects for the Victor Valley Subarea Measure I (2010-2040). Additionally, project status/readiness schedules and identified/committed funding sources were taken into consideration as project delivery within the term of the next reauthorization bill is a high priority for Congress.

The results of this effort provided a short-list of potential projects (please see Attachment #3). Before finalizing this list, staff also ranked a number of projects to better illustrate specific regional priorities. For interchanges previously prioritized by SANBAG, rankings were upheld when compared to other interchanges listed. That said, interchanges included in Attachment #3 were also ranked in relationship to its highway corridor. This was done to better demonstrate the goal of advocating for funds on the corridor (in general) as a primary request, which could be used on any of the projects listed within a corridor, and advocating for specific projects within a corridor as a secondary request, if necessary.

With regards to transit, projects were ranked to align the phasing strategy with the reauthorization advocacy strategy.

Again, the Board originally, adopted its reauthorization strategy and projects in February 2009. This agenda item is intended to (1) provide an update on the transportation reauthorization process; (2) reaffirm previous policy directives; (2) provide a unified message of continued support for reauthorization projects already submitted to Congress; and (3) to provide our Congressional delegation with a manageable list of projects to maximize funding opportunities for San Bernardino County, in the event this information is requested again.

Financial Impact: Funding for SANBAG's Legislative program is consistent with the adopted SANBAG Budget Task No. 50310000. This item might have a potential positive impact on SANBAG's transportation programs.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 10, 2009 and by the Mountain/Desert Committee on December 18, 2009.

Responsible Staff: Jennifer Franco, Director Intergovernmental and Legislative Affairs

ATTACHMENT #1

San Bernardino Associated Governments on Federal Transportation Authorization 2008

The current Federal transportation authorization act, also known as the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), will expire after September 30, 2009. As a new authorization bill is crafted in Congress, the following topic areas are vital to the preservation and operation of highways and transit systems in San Bernardino County.

1. Rebuild and maintain transportation infrastructure in a good state of repair.

Conditions on San Bernardino County's surface transportation systems are deteriorating and require near doubling of the current financial commitment to bring the system to a state of good repair.

- Give a high priority to preservation and maintenance of the existing system of roads, highways, bridges and transit.

2. Ensure the financial integrity of the Highway and Transit Trust Funds, and authorize innovative funding mechanisms.

Current transportation revenue streams are not appropriately funding transportation infrastructure. The current per gallon gas tax will not provide the needed revenue funding stability. Funding for transportation infrastructure requires a steady, reliable funding source spanning multiple years.

- Maintain a user-based, pay-as-you-go system.
- Continue the budgetary protections for the Highway Trust Fund and General Fund supplementation of the Mass Transportation Account.
- Assure a federal funding commitment that supports a program size based on an objective analysis of national needs.
- Diversify and augment trust fund resources, authorize states to implement innovative funding mechanisms, and alternatives to the per-gallon gasoline tax that are accepted by the public.
- Reserve earmarks only for those projects in approved transportation plans and programs.

3. Enhance mobility through congestion relief within and between San Bernardino County metropolitan areas.

Southern California requires federal assistance to meet U.S. EPA air quality regulations. San Bernardino urban areas have some of the worst congestion and air quality in the nation.

- Increase funding for enhanced capacity for all modes aimed at reducing congestion and promoting mobility in the most congested areas.
- Provide increased state flexibility to implement performance-based infrastructure projects and public-private partnerships (P3), including innovative finance programs and interstate tolling.
- Consolidate federal programs by combining existing programs using needs, performance-based, and air quality criteria.
- Expand project eligibility within programs and increase flexibility among programs.

4. Establish goods movement, as a national economic priority.

The efficient movement of goods from ports of entry and across state and international boundaries increases the nation's ability to remain globally competitive and generate jobs. San Bernardino County's transportation system is greatly impacted by the movement of freight from the ports of Long Beach and Los Angeles to the rest of the nation.

- Create a new federal program and funding sources dedicated to relieving freight congestion.
- Ensure state and local flexibility in project selection.

ATTACHMENT #1

- Grant priority for federal funding to projects of national significance that have a substantial state/local match.
- Fund mitigation of environmental and community impacts associated with goods movement.
- Prioritize the Southern California Consensus Corridor, which includes the Alameda Corridor East, I-10 and I-15.

5. Strengthen comprehensive environmental stewardship.

Environmental mitigation needs to be considered as part of every project and program.

- Integrate consideration of climate change and joint land use-transportation linkages into the planning process.
- Provide funding for planning and implementation of measures that have the potential to reduce emissions and improve health such as new vehicle technologies, alternative fuels, clean transit vehicles, transit-oriented development and increased transit usage, ride-sharing, and bicycle and pedestrian travel.
- Provide funding to mitigate the air, water and other environmental impacts of transportation projects.
- Ensure regulation of emissions from interstate trucks and trains and international shipping sufficient to guarantee those sources contribute their fair share to attaining federal health standards.

6. Strengthen the federal commitment to safety and security.

SANBAG recognizes that traffic safety saves lives, reduces injury, and assists in optimizing the flow of traffic.

- Increase funding for safety projects aimed at reducing fatalities.
- Support behavioral safety programs – speed, occupant restraint, driving under the influence of alcohol or drugs, road-sharing, etc. -- through enforcement and education.
- Address licensing, driver improvement, and adjudication issues and their impact on traffic safety.
- Assess and integrate emerging traffic safety technologies, including improved data collection systems.
- Fund a national program to provide security on our nation's transportation systems, including public transit.

7. Streamline Project Delivery

It is critical that environmental clearances and reviews be done expeditiously, in a manner consistent with good stewardship of natural resources.

- Increase opportunities for state stewardship through delegation programs for NEPA, air quality conformity, transit projects, etc.
- Increase state flexibility for using at-risk design and design-build.
- Ensure that federal project oversight is commensurate to the amount of federal funding.
- Require federal permitting agencies to engage actively and collaboratively in project development and approval.
- Integrate planning, project development, review, permitting, and environmental processes to reduce delay.
- Align NEPA to CEQA where it makes sense to do so.

Guidelines for Identifying Projects for Federal Reauthorization

San Bernardino Associated Governments (SANBAG) is formulating a strategy for the next transportation reauthorization bill, which is likely to include an opportunity to advocate for specific projects. Please assist SANBAG with identifying potential projects that will improve and maintain our existing transportation infrastructure in a manner that meets regional and national priorities by utilizing the criteria below:

- ***The nominated project is in the latest approved, conforming Regional Transportation Plan (RTP) AND in the Measure I (2010-2040) Expenditure Plan. (YES/NO)***
Inclusion of a project in the approved, conforming RTP and in the Measure I expenditure plan demonstrates regional need, a financial commitment, and consistency with requirements to improve air quality.
- ***The nominated project has completed National Environmental Protection Act (NEPA) clearance or is in the clearance process. (YES/NO)***
Projects that receive federal funds must complete the NEPA clearance process. Projects that have already completed or that are about to complete the NEPA process are considered more competitive.
- ***The nominated project is in the Regional Transportation Improvement Program (RTIP). (YES/NO)***
The RTIP is a 5- year programming document that includes all regionally significant projects, regardless of funding source. Candidate projects not in the RTIP would have to be amended in, resulting in delay.
- ***Federal funding for this project would save Measure I funds for other projects. (YES/NO)***
Federal funding for the nominated project would supplant Measure I funds, which could, in turn, be moved to other projects important to SANBAG.
- ***The nominated project is a freeway improvement, freeway interchange improvement, grade separation, rapid bus project (BRT), light rail, or commuter rail project. (YES/NO)***
SANBAG's Measure I strategic planning process has identified the types of projects listed above. Nominated projects fitting one of the above descriptions are also more likely to match priorities in the next federal authorization bill.
- ***The nominated project is on a trade corridor of national significance and/or a High Priority Corridor on the National Highway System. (YES/NO)***
Trade Corridors of National Significance are key freight corridors as defined by Congress, which includes I-10, I-15 and the Alameda Corridor East. Nominated projects along I-10 and I-15 may include interchange and mainline improvements. Alameda Corridor East grade separations also meet this criterion.
- ***Nominated Valley freeway interchanges: in the top 10 of the interchange prioritization list. (YES/NO)***
Nominated Valley freeway interchanges should be among the top 10 of SANBAG's interchange prioritization list.
- ***For Valley or Victor Valley interchanges or grade separations, the development share is committed. (YES/NO)***
The development share has been identified and committed for the nominated project.
- ***Nominated Grade Separations: top ten on prioritized list AND already federalized, OR amount of proposed federal funding more than offsets the reduction in railroad contribution and cost of delay associated with NEPA compliance. (YES/NO)***
Grade separation projects that are already federalized are preferred.
- ***The nominated project will be able to start construction by 2014-15. (YES/NO)***
The nominated project will have completed all pre-construction phases in time to begin construction by 2014.
- ***The nominated project is supported by multiple jurisdictions. (YES/NO)***
The nominated project is supported by multiple jurisdictions.
- ***The nominated project is a vital connector to the state highway system and/or inter-jurisdictional mobility. (YES/NO)***
The nominated project is a vital connector to/from the state highway system. Vital connectors may also include projects that will enhance inter-jurisdictional mobility.

ATTACHMENT #3
Staff Recommendation: SANBAG Reauthorization Requests

SANBAG's reauthorization strategy is part of a multi-faceted approach to securing funding and includes the following capital improvement projects. Projects listed below are regionally significant projects that are aligned with National Corridors and Trade Corridors of National Significance. In addition, included are key transit facilities. The recommended reauthorization requests are shown in ***bold italic print***. The other listed projects are on the subject corridors.

TOTAL I-15 CORRIDOR REQUESTS TO INCLUDE:

- ***#1 Priority Request:***
Interstate I-15/I-215 Devore Interchange, San Bernardino County
- ***#6 Priority Request:***
I-15 Mainline Expansion between SR-60 and I-10, San Bernardino County
- ***#4 Priority Request:***
I-15/Nisqualli-LaMesa Interchange, Victorville (if not already fully funded); AND
I-15/Ranchero Road Interchange, Hesperia
- I-15/Baseline Road Interchange, Rancho Cucamonga
- I-15/Eucalyptus Interchange, Hesperia
- I-15/Joshua/Muscatel Interchange, Hesperia

TOTAL I-10 CORRIDOR REQUESTS TO INCLUDE:

- ***#2 Priority Request:***
I-10 Mainline High Occupancy Vehicle (HOV) Lanes, between I-215 and SR-210
- ***#3 Priority Request:***
Interstate 10/Cedar Avenue Interchange, Colton/Rialto
- I-10/University Avenue Interchange, Redlands
- I-10/Alabama Interchange, Redlands
- I-10/Mt. Vernon Interchange, City of San Bernardino

TOTAL PUBLIC PRIVATE PARTNERSHIPS (P3) TO INCLUDE:

- ***#1 P3 Request:***
High Desert Corridor, Victorville

TOTAL ALAMEDA CORRIDOR EAST CORRIDOR TO INCLUDE:

- ***#5 Priority Request:***
Lenwood Grade Separation, Barstow
- ***#7 Priority Request:***
Vista Rd Grade Separation

TOTAL TRANSIT PROJECTS TO INCLUDE:

- ***#1 Priority – E Street sbX BRT (Bus Rapid Transit Project)***
- ***#2 Priority – Redlands Rail Project***
- ***#3 Priority – San Bernardino Transit Station***
- Positive Train Control
Regional Request with Metrolink

Minute Action

AGENDA ITEM: 7

Date: January 6, 2010

Subject: Property appraisals and offers for purchase of properties necessary for the Hunts Lane and Union Pacific Railroad Company (UPRR) Grade Separation Project

Recommendation: *

1. Approve appraisals for three (3) residential properties in the City of Colton identified by Assessor's Parcel Numbers 016-439-101, 016-439-124 and 016-439-125, to be acquired for the Hunts Lane Grade Separation Project, and
2. Authorize staff to proceed with the full acquisition of three (3) residential properties identified by Assessor's Parcel Numbers 016-439-101, 016-439-124 and 016-439-125, including relocation assistance and demolition of the existing structures, in an amount not to exceed \$1,000,000, and
3. Authorize the Executive Director to act on behalf of SANBAG in signing offers to purchase three (3) residential properties identified by Assessor's Parcel Numbers 016-439-101, 016-439-124 and 016-439-125 for the Hunts Lane Grade Separation Project.

Background: As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95 million for the Alameda Corridor East railroad grade separation projects. Hunts Lane at the UPRR tracks is one of the five projects identified for this funding. The project was halted in December 2002 due to shortages in the

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

state budget, but was started again in July 2005 following the addition of federal funding sources to the project. Addition of federal funding required SANBAG to secure National Environmental Protection Act (NEPA) clearance for the project, which was obtained in June 2007.

Following preliminary design of the Hunts Lane Grade Separation project, one residential owner expressed concerns related to aesthetics and the lack of privacy at the rear of his home and backyard if the proposed, elevated grade separation structure were built adjacent to his property. At this time, issues related to utility relocations and maintenance of access to an existing medical clinic remained unresolved. Consequently, it was determined that acquisition of the three residential properties in this area was a viable solution to address these issues.

The plan to fully acquire these residential properties triggered a revalidation of the June 2007 NEPA environmental clearance. Caltrans Local Assistance provided a NEPA Categorical Exemption Determination on November 16, 2009. The CEQA Notice of Exemption filed in 2005 was not affected by this change in project scope and remains valid.

As an agent to SANBAG, County Real Estate Services (CRES) has completed appraisals of the three (3) subject properties which are summarized in attachment "A." The total estimated value for acquiring these three (3) parcels, providing relocation assistance and demolishing existing structures is \$802,906.

Staff has reviewed the appraisal reports and is recommending that the Board approve the appraisals and authorize staff, through CRES, to make offers for purchase of the three properties, to make offers for relocation assistance to property owners and to have the existing structures demolished, up to an aggregate amount \$1,000,000, which includes a 25% contingency above the appraised values, estimated relocation assistance and demolition costs for these properties.

Because action on these residential properties was delayed by the environmental revalidation process, the acquisition of these parcels is critical to keeping the project on schedule. To expedite the acquisition process moving forward, staff is recommending that the Board authorize the Executive Director to sign the offers for purchase on behalf of SANBAG once the offers have been prepared by CRES.

Pursuant to Civil Code of Procedure Section 1263.25, the property owner is entitled to obtain an independent appraisal for actual reasonable costs up to \$5,000, which would be covered by the requested contingency, if necessary.

Copies of the appraisals will be on file with the Director of Freeway Construction. The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's agent will go to every extent possible to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings.

Financial Impact: This item is consistent with current Fiscal Year 2009/2010 budget with \$1,000,000 in TCRP funds available under TN 87010000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

ATTACHMENT "A"
Hunts Lane/UPRR Grade Separation - Parcels Information

PARCEL #	A.P.N. #	OWNER	ADDRESS	CITY	TYPE
1	016-439-101	Robert E. and Milaros G. Tubb	2395 Riverwood Street	Colton	Full Acquisition
2	106-439-124	Ovidu and Nicoleta Schamppek	2396 Mountain Woods Street	Colton	Full Acquisition
3	016-439-125	Steven A. and Sophia Bills	2393 Mountain Woods Street	Colton	Full Acquisition

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: January 6, 2010

Subject: Amendment 6 to Cooperative Agreement 95-065 with San Bernardino County Real Estate Services for right of way acquisition services

Recommendation:* Approve Amendment 6 to Cooperative Agreement No. 95-065 with San Bernardino County Real Estate Services for right of way acquisition services extending the period of performance two more years through December 31, 2011 and increasing contract maximum not to exceed amount by \$200,000 for a new agreement total of \$1,841,000.00 as described in the financial impact section below.

Background: This is an amendment to an existing cooperative agreement. In July 1995, SANBAG entered into Cooperative Agreement 95-065 with the San Bernardino County Real Estate Services Department (RESO) to provide right of way acquisition support for the SR 30/210 projects on an as-needed basis. In November 2002 SANBAG amended this cooperative agreement to expand the scope of work to include the State Street/University Parkway and Hunts Lane railroad grade separation projects, and other SANBAG Freeway projects. The County RESO has performed exceptionally well providing all phases of right of way acquisition services.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The right of way activities on the mainline SR 210 project are effectively complete; however, there is still ongoing work for the State Street/University Grade Separation project and the Hunts Lane Grade Separation project. Though all right of way has been acquired for the State Street Grade Separation project, eminent domain action is on-going. Hunts Lane acquisitions should finish in 2010; however, eminent domain action will continue beyond then. This amendment will fund and extend the agreement duration to allow for completion of this right of way work.

Financial Impact: This action is consistent with the 2009/10 Budget and does not require a budget amendment.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 10, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **95-065-06**
by and between
San Bernardino County Transportation Authority
and
County of San Bernardino
for
Right of Way Services

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ 1,141,000	Previous Amendments \$ 500,000
	Previous Amendments \$ -0-
	Contingency / Allowance Total:
Contingency / Allowance Amount \$ _____	Current Amendment: \$ 200,000
	Current Amendment Contingency / Allowance: \$ -0-

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 1,841,000.00

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0870	650	000	53750	21104	TCRP	\$ 200,000

Original Board Approved Contract Date: <u>07/11/95</u>	Contract Start: <u>7/11/95</u>	Contract End: <u>12/31/09</u>
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New Amend. Approval (Board) Date: <u>01/06/10</u>	Amend. Start: <u>1/01/10</u>	Amend. End: <u>12/31/11</u>
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Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>09/10</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ <u>100,000</u>
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☒ Budget authority for this contract currently exists in Task No. 870 (C-Task may be used here.).

☐ A budget amendment is required. A Budget Amendment Request is attached.

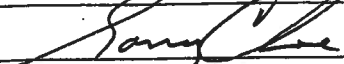

CONTRACT MANAGEMENT

Check all applicable boxes:

☒ Intergovernmental
 ☐ Private
 ☐ Federal Funds
 ☐ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE)
☐ Underutilized DBE (UDBE)

Task Manager: Garry Cohpe

Contract Manager: Dennis Saylor


 Task Manager Signature _____ Date 12/12/09

 Chief Financial Officer Signature _____ Date 12/12/09


 Contract Manager Signature _____ Date 12/12/09

SANBAG Contract No. 95-065

Amendment No. 6

By and Between

San Bernardino County Transportation Authority

And

County of San Bernardino

For

Right of Way Services

This Amendment No. 6 of Contract No. 95-065 ("Contract") is entered into this 6th day of January, 2010 between San Bernardino County Transportation Authority ("Authority") and the County of San Bernardino ("County").

RECITALS

WHEREAS, Contract No. 95-065 was entered into between County and Authority on July 11, 1995, for Right of Way Services, State Route 210; and,

WHEREAS, additional time and funds are needed to complete the right of way services for Project;

NOW, THEREFORE, the Contract is amended as follows:

1. Extend the completion date of the Contract to December 31, 2011.
2. Increase the maximum not to exceed cost will be increased to be paid County under paragraph 7 of Section II to \$1,841,000.

San Bernardino
County Board of Supervisors

By: _____

Date: _____

San Bernardino
County Transportation Authority

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: January 6, 2010

Subject: Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services

Recommendation: * Approve Contract No. C10027 with Overland Pacific & Cutler, Inc. (OPC) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services on an as needed basis in an amount not-to-exceed \$1,300,000.

Background: **This is a new consultant services contract.** This contract is to provide on-call right of way acquisition services to support the successful delivery of SANBAG Major Projects. The services provided will be authorized by issuing a Task Order for each service provided. In August 2009, the Board authorized the release of a Request for Qualification (RFQ) for On-Call Right of Way Services including Acquisition, Appraisal, Right of Way Engineering, Surveying, and other Specialty Professional Services.

Utilizing the SANBAG consultant selection process, a consultant selection committee panel was developed for Statement of Qualification (SOQ) review and rating that comprised staff from SANBAG, Caltrans, Riverside County Transportation Commission (RCTC), and San Bernardino County Real Estate Services Department. This panel was assembled to participate in reviewing the

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SOQ's, select a short list of consultants to participate in an interview process, and then conduct the interviews. Each SOQ was evaluated and rated in five categories: Firm Qualifications, Personnel, Project Understanding, Staffing Capability, and Project Controls.

SANBAG received four (4) SOQ's from interested firms on September 29, 2009. Those firms submitting SOQs included (in alphabetical order): Bender Rosenthal, Epic Land, Overland Pacific Cutler, and Paragon Partners. After the submittals were rated the selection committee deliberated on October 13, 2009 and shortlisted the following firms to participate in the interviews:

- Epic Land
- Overland Pacific Cutler

Interviews were conducted on October 20, 2009 with these two firms using the same selection panel representatives that ranked the written SOQs. The teams were evaluated and rated based on their overall presentation and responses to interview questions. Both teams exhibited a variety of strengths in their presentation and responses during the question and answer period.

Based on the interviews of these two firms, the selection committee unanimously selected OPC as the most qualified firm to perform the work and presented the best understanding of the scope of services.

Therefore, the selection panel recommends that this contract be approved with a not-to-exceed fee of \$1,300,000.

Financial Impact: The total contract amount is \$1,300,000 and is funded by Measure I Major Projects. This action is consistent with the FY 2009/2010 budget.

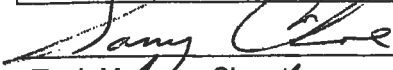

Reviewed By: This item was reviewed and approved by the Major Projects Committee on November 12, 2009 (11-0-1; Abstained: Supervisor Neil Derry). SANBAG Counsel has reviewed and approved the contract as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10027
by and between
San Bernardino County Transportation Authority
and
Overland Pacific Cutler, Inc. (OPC)
for

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS,
RIGHT OF WAY ENGINEERING, SURVEYING AND OTHER SPECIALTY
PROFESSIONAL SERVICES**

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C10027</u> Vendor ID <u>OPC</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>1,300,000</u> Contingency Amount: \$ <u>0</u>	Previous Amendments Total: \$ ____ Previous Amendments Contingency Total: \$ ____ Current Amendment: \$ ____ Current Amendment Contingency: \$ ____ Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →				\$ <u>1,300,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
815	6010	Measure I Major Projects	I300	\$ <u>1,300,000</u>
Original Board Approved Contract Date: <u>1/6/10</u> Contract Start: <u>1/6/10</u> Contract End: <u>1/6/13</u> New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: 09/10 \$ <u>400,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>900,000</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>815</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: No <input checked="" type="checkbox"/> Yes, <u>7.79</u> %				
Task Manager: Garry Cohoe			Contract Manager: Chad Costello	


 Task Manager Signature Date 12/16/09

 Chief Financial Officer Signature Date 12/17/09


 Contract Manager Signature Date 12/15/09

ATTACHMENT "A"

Scope of Services

To provide

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING,
SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES**

For

Various Projects in San Bernardino County

Contract Number: C10027

SCOPE OF SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for CONSULTANT to provide **ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES** for a period of three (3) years with two one-year options for extension, to be exercised at the sole discretion of SANBAG, on an On-Call/as needed basis in support of current and future SANBAG Projects.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, SANBAG may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

1. Coordination/Administration

1.1 Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. The CONSULTANT team shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. The team shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

1.2 Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by SANBAG.

2. Schedule and Progress Reports

The CONSULTANT team shall submit an initial Project Schedule for each task order assignment. As directed by SANBAG, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following approval by SANBAG, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by SANBAG, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for SANBAG approval. If appropriate and requested by SANBAG, the schedule and/or Progress Report may require updating more frequently.

3. Quality Assurance/Quality Control (QA/QC) Plan

The CONSULTANT team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for this contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed, CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect that the time of execution of the Contract. Within twenty (20) days of receiving the

Notice to Proceed, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by SANBAG. If requested by SANBAG, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Such services may include, but are not limited to, the following work program:

1. Consultants shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code under section 66499.35, and other right of way engineering services as directed by SANBAG.
2. Consultants shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where SANBAG is working in conjunction with the California Department of Transportation (Caltrans), these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.
3. Consultants shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area.
 - Perform site reconnaissance and monument recovery.
 - Establish or reestablish all monumentation required by State law and local regulations.
 - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
 - The preparation, filing and associated fees will be the responsibility of Consultants.

All data, maps and documents produced by Consultants shall be subject to approval and acceptance by SANBAG's Project Manager. In the event of non-acceptance due to errors or omissions, Consultants shall have seven calendar days to make corrections and return maps and documents to SANBAG. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans district 8 Right of Way engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by SANBAG with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.
5. Consultants shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by Consultants for SANBAG.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN).

Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey

field notes shall also be in an Adobe Acrobat professional format.

7. If any legal issues exist during the course of an assignment, Consultant shall coordinate and request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.

8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

C. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, COST ESTIMATES and UTILITIES RELOCATION SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Right of Way Acquisition and Relocation, Real Property Searches, Identification and Feasibility Studies for Replacement and Mitigation Sites, Cost Estimates, and Utilities Relocation services in conjunction with current and future SANBAG Projects.

Consultant services may include, but are not limited to, the following work program:

1. All Consultant work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.

2. Consultant deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than Consultant.
3. Consultant may be required to meet and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
5. Consultant may be required to take direction from SANBAG's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by Consultant to SANBAG.
6. If any legal issues exist during the course of Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
7. Consultant may be required to review right of way acquisition and relocation files of current and past SANBAG projects to ensure compliance with applicable state and/or federal regulations.
8. Consultant's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. Consultant must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. Consultant shall provide a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of SANBAG.

D. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such appraisal services may include, but are not limited to, the following work program:

1. Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.
2. Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. Consultant may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated

appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.

12. The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. Appraiser shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), Appraiser may be required to coordinate with SANBAG staff and/or consultants for such services as directed by SANBAG. Fees charged by SANBAG staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by SANBAG.
15. It is the Appraiser's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
17. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.
18. If hazardous waste is discovered on the property, Appraiser shall seek further direction from SANBAG.
19. Additional Qualifications:
 - a. Consultant shall have a minimum five years experience as full time appraiser
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.

- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

E. APPRAISAL REVIEW SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide independent appraisal review services for developed or undeveloped residential, commercial, industrial and agricultural properties. Review appraisal shall be completed by a unique, independent appraisal company. CONSULTANT may be required to produce review appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties.

Such review appraisal services may include, but are not limited to, the following work programs:

1. When required by SANBAG, Review Appraiser shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. Review Appraiser shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. Appraiser must be licensed by the State of California.
3. Review Appraiser must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.

4. Review Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Review Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the Review Appraiser is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, Review Appraiser may develop appraisal documentation to recommend value.
8. The Review Appraiser and the Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by SANBAG's legal counsel and the appraisal prepared in accordance therewith.
10. The Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
13. Additional Qualifications:

- a. Consultant shall have a minimum five years experience as full time appraiser
- b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

F. GOODWILL APPRAISAL SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Goodwill Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work programs;

1. Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.

6. It is the Appraiser's responsibility to contact SANBAG's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from SANBAG legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
9. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
10. Additional Qualifications:
 - a. Consultant shall have a minimum of five years experience as a full time Goodwill appraiser.
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. Consultant shall certify that Consultant has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

G. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Furniture, Fixtures, Machinery and Equipment (F F & E) Appraisal Services in support of SANBAG's right of way acquisition activities for current and future SANBAG Projects.

Such appraisal services may include, but are not limited to, the following work program:

1. Appraiser shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Consultants may be required to meet with and coordinate their efforts with SANBAG staff, SANBAG legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Appraiser's responsibility to contact SANBAG's project engineers for discussion and/or clarification of any project design matters.
6. It is the Appraiser's responsibility to contact SANBAG's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by SANBAG's legal counsel.
8. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.
9. Additional Qualifications:
 - a. Consultant shall have a minimum five years experience as full time F F & E appraiser
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.

- c. Consultant shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

H. TITLE AND ESCROW SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Title and Escrow services on an On-Call/as needed basis in support of current and future SANBAG Projects.

Title and Escrow Services conducted by the Consultants on behalf of SANBAG may include, but are not limited to, the following work program:

1. At the initiation of the work program, the Consultants shall meet with SANBAG staff regarding SANBAG's requirements for specific title work and escrow services assignments.
2. Consultant shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by SANBAG.
3. Consultant shall ensure that all Preliminary Title Reports are accurate and complete.
4. Consultant shall provide all additional legal documents required by SANBAG, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. Consultant staff shall prepare and review all legal documents necessary to ensure that SANBAG is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. Consultant shall provide all necessary assistance to SANBAG to clear all exceptions stated in the Preliminary Title Reports, unless waived by SANBAG in writing.

7. Consultant shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. Consultant shall prepare, subject to review and approval by SANBAG's Legal Counsel, Escrow Instructions for execution by SANBAG and the grantor(s) or grantee(s). Consultant shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. Consultant shall provide efficient Escrow Services to SANBAG and property owners involved in SANBAG related transactions.
10. Consultant shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by SANBAG Legal Counsel prior to close of escrow.
11. Consultant shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to SANBAG.
12. Consultant shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. Consultant shall prepare an Escrow Closing Schedule in accordance with written instructions from SANBAG and property owners.
14. Consultant shall meet and coordinate its work with other right of way consultants as directed by SANBAG.
15. Immediately prior to Close of Escrow, Consultant shall order and provide SANBAG with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by SANBAG.
16. At Close of Escrow, Consultant shall prepare and submit an Escrow Closing Statement to SANBAG and other parties to the transaction, together with copies of all documents conveying title to SANBAG, copies of releases of liens and encumbrances, receipt for payments made on behalf of SANBAG and the other parties to the transaction.

17. At Close of Escrow, the Consultant shall issue a Standard Owner's Policy of Title Insurance effectively insuring SANBAG's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by SANBAG.
18. Consultant shall provide multi-lingual services as needed for efficient closing of SANBAG transactions.
19. As requested by SANBAG, Consultant may be required to testify in any administrative or judicial proceeding.
20. Consultant shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by SANBAG.
21. Consultant shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of SANBAG.
22. If legal issues exist during Consultant's performance of services required by SANBAG, Consultant shall request legal opinion. All legal opinions shall be rendered or concurred to by SANBAG's legal counsel.
23. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

San Bernardino Associated Governments (SANBAG) is issuing this Request for Qualifications for a CONSULTANT to provide Property Management, Hazardous Material Removal, Demolition and/or Clearance services on an On-Call/as needed basis in support of current and future SANBAG Projects.

If deemed necessary by SANBAG, Consultant shall provide these services to SANBAG for all currently owned or acquired property, until the property is turned over to the contractor of

SANBAG highway projects for construction, or as otherwise directed by SANBAG. All work will be performed in accordance with SANBAG's policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

A. General Property Management Services

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which includes rent collection, ensure payment of utility bills and that occupants can maintain decent living conditions. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, consultant shall coordinate with SANBAG to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

B. Hazardous Material Removal, Demolition and Clearance

1. Surveys of buildings, Containers, Etc.

The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The Consultant may also be required to perform environmental site assessment work to confirm that the properties are free and

clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by SANBAG.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e Phase 1, Phase 2)

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

Consultant shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern

California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, Consultant must be properly licensed for such work. Consultant shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The Consultant shall be provided with an asbestos report prior to starting the job, and will be required to provide the SANBAG manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

Consultant shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the Consultant if necessary.

Consultant shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. Consultant shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. Consultant shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the Consultant discovers any asbestos containing material or other hazardous waste not noted in the port provided by SANBAG, the Consultant must stop work. The consultant must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

Consultant shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by SANBAG's designated consultant.

Should it become necessary to terminate the demolition and removal process, Consultant shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the Consultant to notify SANBAG of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the Consultant for

all actual damages resulting to SANBAG.

4. Demolition and Clearance

Consultant may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. Consultant shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, Consultant shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, Consultant shall perform the services there under in a manner so as not to endanger the safety or any person and property.

Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. Consultant shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

Consultant shall protect from damage all existing improvements and utilities

near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the Consultant. Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Consultant fails or refused to repair the damage promptly, SANBAG may have the necessary work performed and charge the cost to the Consultant.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Consultant and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. Consultant shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. Consultant shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. Consultant or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, Consultant shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, Consultant shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. Consultant shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

Consultant shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

Consultant shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

Consultant shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, SANBAG assumes no

responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing Consultant to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. Consultant shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the Consultant's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. Consultant shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with Other SANBAG Consultants

As directed by SANBAG, CONSULTANT shall coordinate with other SANBAG staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by SANBAG staff and/or consultants shall be paid directly by SANBAG.

8. Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume

and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

Deliverables will be identified in the specific task order.

ATTACHMENT "B"

COST PROPOSAL

Schedule I – Hourly Rates for Overland, Pacific & Cutler, Inc.

Assumptions/Conditions:

- All hourly rates are subject to 3% annual escalation on January 1st of each year.

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 145.50%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 - 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Ray Armstrong	Project Principal	\$139,194	\$66.92	\$97.37	\$16.43	\$180.72
Mark LaBonte	Project Principal	\$139,194	\$66.92	\$97.37	\$16.43	\$180.72
John Cutler	Project Principal	\$140,400	\$67.50	\$98.21	\$16.57	\$182.28
Brian Everett	Project Principal	\$139,194	\$66.92	\$97.37	\$16.43	\$180.72
Barry McDaniel	Project Principal	\$154,794	\$74.42	\$108.28	\$18.27	\$200.97
Joey Mendoza	Sr. Project Manager	\$104,998	\$50.48	\$73.45	\$12.39	\$136.32
Michele Folk	Sr. Project Manager	\$105,019	\$50.49	\$73.46	\$12.40	\$136.35
Craig Justesen	Sr. Project Manager	\$101,504	\$48.80	\$71.00	\$11.98	\$131.78
Kathy Woolley	Sr. Project Manager	\$124,800	\$60.00	\$87.30	\$14.73	\$162.03
Paul Strader	Sr. Property Manager	\$104,000	\$50.00	\$72.75	\$12.28	\$135.03
Diana Staudinger	Project Manager	\$85,010	\$40.87	\$59.47	\$10.03	\$110.37
Patricia Feist	Project Manager	\$66,456	\$31.95	\$46.49	\$7.84	\$86.28
Mike Phillips	Project Manager	\$66,560	\$32.00	\$46.56	\$7.86	\$86.42
Kathy Philips	Project Manager	\$66,560	\$32.00	\$46.56	\$7.86	\$86.42
Dan Coffey	Project Manager	\$70,013	\$33.66	\$48.98	\$8.26	\$90.90
Victoria Cook	Project Manager	\$79,518	\$38.23	\$55.62	\$9.39	\$103.24
Hutch Goodman	Project Manager	\$79,997	\$38.46	\$55.96	\$9.44	\$103.86
Patricia Reed	Project Manager	\$80,018	\$38.47	\$55.97	\$9.44	\$103.89
Rick Laubert	Project Manager	\$85,010	\$40.87	\$59.47	\$10.03	\$110.37
Kim Reed	Project Manager	\$90,002	\$43.27	\$62.96	\$10.62	\$116.85
Mike Green	Project Manager	\$90,210	\$43.37	\$63.10	\$10.65	\$117.12
Tom Donovan (hrly)	Project Manager-Utilities	\$124,800	\$60.00	\$87.30	\$14.73	\$162.03
Dan Wessell (hrly)	Project Manager	\$124,800	\$60.00	\$87.30	\$14.73	\$162.03
Bob Stoddard	Project Manager	\$90,314	\$43.42	\$63.18	\$10.66	\$117.26
Karen Jackson	Sr. Consultant	\$55,494	\$26.68	\$38.82	\$6.55	\$72.05
Vince Ibarra	Sr. Consultant	\$50,003	\$24.04	\$34.98	\$5.90	\$64.92
David Narramore	Sr. Consultant	\$54,662	\$26.28	\$38.24	\$6.45	\$70.97
Daniela Borbe	Sr. Consultant	\$60,008	\$28.85	\$41.98	\$7.08	\$77.91
Daniel Furr	Sr. Consultant	\$60,008	\$28.85	\$41.98	\$7.08	\$77.91
Maribele Everett	Sr. Consultant	\$62,400	\$30.00	\$43.65	\$7.37	\$81.02

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES**
Contract No. C10027

Mario Cerna	Sr. Consultant	\$63,003	\$30.29	\$44.07	\$7.44	\$81.80
Fred Jacquez	Sr. Consultant	\$60,008	\$28.85	\$41.98	\$7.08	\$77.91
Roy Guinaldo	Sr. Consultant	\$69,826	\$33.57	\$48.84	\$8.24	\$90.66
Laura Kane	Sr. Consultant	\$78,104	\$37.55	\$54.64	\$9.22	\$101.40
Teri Kahlen (hrly)	Sr. Consultant	\$124,800	\$60.00	\$87.30	\$14.73	\$162.03
Liset Corona	Consultant	\$39,000	\$18.75	\$27.28	\$4.60	\$50.63
Erick Gutierrez	Consultant	\$44,990	\$21.63	\$31.47	\$5.31	\$58.41
Jacqueline Hernandez	Consultant	\$44,013	\$21.16	\$30.79	\$5.19	\$57.14
Maddie Rivera	Consultant	\$45,490	\$21.87	\$31.82	\$5.37	\$59.06
Ramie Dawit	Consultant	\$47,507	\$22.84	\$33.23	\$5.61	\$61.68
Chris LaBonte	Consultant	\$48,547	\$23.34	\$33.96	\$5.73	\$63.03
Brenda Loera	Consultant	\$50,003	\$24.04	\$34.98	\$5.90	\$64.92
Tony Sierra	Consultant	\$55,806	\$26.83	\$39.04	\$6.59	\$72.45
Natasa Lenic	Consultant	\$69,014	\$33.18	\$48.28	\$8.15	\$89.60
Danny Mendoza	Consultant/Property Manager	\$47,507	\$22.84	\$33.23	\$5.61	\$61.68
Tony Kurney	Consultant/Property Manager	\$65,998	\$31.73	\$46.17	\$7.79	\$85.69
Inez Garcia	Project Support	\$39,499	\$18.99	\$27.63	\$4.66	\$51.28
Susan Hebert	Project Support	\$36,899	\$17.74	\$25.81	\$4.36	\$47.91

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Preliminary Title Reports	Each	\$650
Potholing	Each	\$750
Demolition	Individually bid per property	actual cost
Land Clearing/Excavation	Individually bid per property	actual cost
Board-ups	Per opening	\$150-\$250
Temporary Fencing	Per lineal foot	\$5.50-\$7.00

Schedule II – Hourly Rates for Sub-Consultant Services

Assumptions/Conditions:

- All hourly rates are subject to 3% annual escalation on January 1st of each year.

Parsons Brinkerhoff (Survey and R/W Engineering)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 – 12/31/10	RATE 1/1/10 – 12/31/10	Initial OVHD Rate Negotiated Fee		FULLY LOADED HOURLY RATE
					150.00% 10%	
Sandra Pierce	Clerical	\$43,139	\$20.74	\$31.11	\$5.19	\$57.04
Donald Sproul	Field Surveyor - Chainman *	\$111,446	\$53.58	\$80.37	\$13.40	\$147.35
Ryan Williams	Field Surveyor - Chainman *	\$110,094	\$52.93	\$79.40	\$13.23	\$145.56
Phil Latuca	Field Surveyor - Party Chief *	\$106,746	\$51.32	\$76.98	\$12.83	\$141.13
Jeff Terry	Field Surveyor - Party Chief *	\$103,251	\$49.64	\$74.46	\$12.41	\$136.51
Mark Noreen	Field Surveyor - Party Chief *	\$100,672	\$48.40	\$72.60	\$12.10	\$133.10
Gene Gray	Land Survey Tech, CADD	\$70,720	\$34.00	\$51.00	\$8.50	\$93.50
Brett Anderson	Land Survey Tech, CADD	\$81,931	\$39.39	\$59.09	\$9.85	\$108.32
Anthony Placencia	Land Survey Tech, CADD	\$82,742	\$39.78	\$59.67	\$9.95	\$109.40
Will Hoff	Licensed Land Surveyor	\$104,915	\$50.44	\$75.66	\$12.61	\$138.71
Larry Gill	Licensed Land Surveyor	\$101,400	\$48.75	\$73.13	\$12.19	\$134.06
Marc Wilson	Licensed Land Surveyor	\$110,198	\$52.98	\$79.47	\$13.25	\$145.70
Janeen Nedlik	Licensed Land Surveyor	\$112,133	\$53.91	\$80.87	\$13.48	\$148.25
James Elliott	Task Manager (Surveys)	\$154,835	\$74.44	\$111.66	\$18.61	\$204.71
Cynthia Cavazos	Admin	\$72,114	\$34.67	\$52.01	\$8.67	\$95.34
* Operating Engineers Union Local 12 Member 3% Increase Exempt - Based on Union Increase						

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Outside reprographics		actual cost
Messenger Service		actual cost
Fedex overnight delivery		actual cost

Psomas (Survey and R/W Engineering)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 12/31/10	RATE 1/1/10 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Cliff Simental	Survey Project Manager	\$160,000	\$76.92	\$115.38	\$19.23	\$211.54
Sean Smith	Project Surveyor	\$92,152	\$44.30	\$66.46	\$11.08	\$121.84
To be Named	Survey Analyst	\$60,000	\$28.85	\$43.27	\$7.21	\$79.33
To be Named	Survey Cadd	\$50,000	\$24.04	\$36.06	\$6.01	\$66.11
John Johnson*	Certified Party Chief	\$90,875	\$43.69	\$65.53	\$10.92	\$120.15
Kirk Dennison*	Certified Party Chief	\$90,875	\$43.69	\$65.53	\$10.92	\$120.15
Frank Gaytan*	Chainman	\$80,204	\$38.56	\$57.84	\$9.64	\$106.04
Fulton Torreyson*	Chainman	\$80,204	\$38.56	\$57.84	\$9.64	\$106.04
To be Named*	PLS Party Chief	\$92,331	\$44.39	\$66.58	\$11.10	\$122.07
To be Named*	Instrumentman	\$81,411	\$39.14	\$58.71	\$9.78	\$107.63
To be Named*	Apprentice "G"	\$64,168	\$30.85	\$46.28	\$7.71	\$84.84
To be Named*	Apprentice "F"	\$60,153	\$28.92	\$43.38	\$7.23	\$79.53

* Operating Engineers Union Local 12 Member 3% Increase Exempt - Based on Union Increase

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Vehicle Mileage (Office Staff)	Per Mile (Federal Approved Rate)	\$0.55
Field Equipment/Vehicle (Survey Crews)	Per Hour	\$15.00
Office Technology	Per Hour	\$15.00
Travel*	Operating Engineers Union Local 12 Travel Guidelines	

RBF Consultants (Survey and R/W Engineering)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE (\$) 1/1/10 - 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Larry Truman	Project Manager	\$126,283	\$60.71	\$91.07	\$15.18	\$166.96
Ernie Wade	Project Surveyor	\$150,093	\$72.16	\$108.24	\$18.04	\$198.44
Paul Schell	Project Surveyor	\$98,340	\$47.28	\$70.92	\$11.82	\$130.02
Thomas Verloop	Survey Analysis	\$109,793	\$52.79	\$79.18	\$13.20	\$145.16
John Duquette	Survey Analysis	\$97,393	\$46.82	\$70.24	\$11.71	\$128.76
Argenis Urena	CADD Tech	\$46,500	\$22.36	\$33.53	\$5.59	\$61.48
	* CA LS Party Chief	\$94,765	\$45.56	\$68.34	\$11.39	\$125.29
	* Certified Party Chief	\$93,309	\$44.86	\$67.29	\$11.22	\$123.37
	* Party Chief	\$89,045	\$42.81	\$64.22	\$10.70	\$117.73
	* Instrumentman	\$83,845	\$40.31	\$60.47	\$10.08	\$110.85
	* Chainman	\$82,638	\$39.73	\$59.60	\$9.93	\$109.26
	* Apprentice G	\$66,602	\$32.02	\$48.03	\$8.01	\$88.06
	* Apprentice F	\$62,587	\$30.09	\$45.14	\$7.52	\$82.75
	* Apprentice E	\$57,782	\$27.78	\$41.67	\$6.95	\$76.40
	* Apprentice D	\$52,957	\$25.46	\$38.19	\$6.37	\$70.02
	* Apprentice C	\$47,341	\$22.76	\$34.14	\$5.69	\$62.59
	* Apprentice B	\$41,725	\$20.06	\$30.09	\$5.02	\$55.17
	* Apprentice A	\$36,130	\$17.37	\$26.06	\$4.34	\$47.77

* Prevailing Wage Classifications, subject to Union Labor Contracts

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Printing and Reprographics	Each	At Cost
Delivery & Courier Services	Each	At Cost
Mileage	Mile	IRS Rate
3D Laser Scanner	Each	\$67.00/hour

AEI-CASC (Survey and RW Engineering)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 149.75%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 12/31/10	RATE 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Rick Furlong	Survey Project Manager	\$103,906	\$49.96	\$74.81	\$12.48	\$137.24
Adrian Villa*	Senior Chainman	\$84,198	\$40.48	\$60.62	\$10.11	\$111.21
Adrian Villa*	Certified Party Chief	\$90,875	\$43.69	\$65.43	\$10.91	\$120.03
Derek Janisch*	Chainman	\$84,198	\$40.48	\$60.62	\$10.11	\$111.21
Derek Janisch*	Party Chief	\$90,605	\$43.56	\$65.23	\$10.88	\$119.67
Gilbert Gonzalez*	Senior Chainman	\$84,198	\$40.48	\$60.62	\$10.11	\$111.21
Gilbert Gonzalez*	Certified Party Chief	\$90,875	\$43.69	\$65.43	\$10.91	\$120.03
Jeff Bolton*	Instrument Man	\$85,405	\$41.06	\$61.49	\$10.25	\$112.80
Jeff Bolton*	Party Chief	\$90,605	\$43.56	\$65.23	\$10.88	\$119.67
Jess Beccera	Mapping Project Manager	\$88,910	\$42.75	\$64.01	\$10.68	\$117.43
Shawn Grainger*	Chainman	\$84,198	\$40.48	\$60.62	\$10.11	\$111.21
Shawn Grainger*	Party Chief	\$90,605	\$43.56	\$65.23	\$10.88	\$119.67
James Wilson	CADD Designer	\$49,275	\$23.69	\$35.48	\$5.92	\$65.08
Siti Sabari-Riggs	Project Coordinator	\$43,919	\$21.12	\$31.62	\$5.27	\$58.01

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
		\$0.55 per mile (adjusted in accordance to Caltrans approved mileage rates)
Auto Expense	Per Day	
Travel Expense - Per Diem**	Per Day	\$100.00
Reprographics	As Incurred	Each/Actual
Overnight Delivery Services	As Incurred	Each/Actual
Equipment Rental	As Incurred	Each/Actual

* Operating Engineers Union Local 12 Member 3% Increase Exempt - Based on Union Increase

** Per Operating Engineers Union Local 12 Travel Guidelines

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES**
Contract No. C10027

Hernandez-Kroone (Survey and R/W Engineering) (Utility Coordination)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 12/31/10	RATE 1/1/10 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Richard Hernandez	Principal Land Surveyor	\$150,000	\$72.12	\$108.17	\$18.03	\$198.32
Nancy Cooper	QA/QC Project Surveyor	\$85,280	\$41.00	\$61.50	\$10.25	\$112.75
Floyd Huber	PLS Certified Party Chief	\$97,760	\$47.00	\$70.50	\$11.75	\$129.25
Joseph Figueroa	LIST Certified Party Chief	\$97,760	\$47.00	\$70.50	\$11.75	\$129.25
Richard Haro	LIST Certified Party Chief	\$93,309	\$44.86	\$67.29	\$11.22	\$123.37
Earnie Garcia	LIST Certified Party Chief	\$91,520	\$44.00	\$66.00	\$11.00	\$121.00
Michael Furlong	LIST Certified Party Chief	\$91,520	\$44.00	\$66.00	\$11.00	\$121.00
Richard Gleason	Chainman	\$86,986	\$41.82	\$62.73	\$10.46	\$115.01
Chris Figueroa	Chainman	\$72,072	\$34.65	\$51.98	\$8.66	\$95.29
Tom Basham	Senior Cadd Delineator	\$72,592	\$34.90	\$52.35	\$8.73	\$95.98
John Hernandez	Survey Technician	\$31,200	\$15.00	\$22.50	\$3.75	\$41.25
Ralph Solis	Survey Analyst ROW	\$108,160	\$52.00	\$78.00	\$13.00	\$143.00

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Survey consumables, wood, paint & nails	Each	Actual

TEC (Utility Relocation Coordination)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Wendall Taylor	Sr. Utility Manager	\$135,699	\$65.24	\$97.86	\$16.31	\$179.41
Edward Castneda	Utility Engineer	\$104,000	\$50.00	\$75.00	\$12.50	\$137.50

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Mileage	Current IRS approved rate	\$0.55/mile

Hatch Mott McDonald (Utility Relocation Coordination)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Sanja Sobot	Utility Coordinator	\$100,131	\$48.14	\$72.21	\$12.04	\$132.39
Abbot Alahmad	Utility Engineer	\$160,326	\$77.08	\$115.62	\$19.27	\$211.97

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Mileage	Current IRS approved rate	\$0.55/mile

ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES
Contract No. C10027

Leighton Consultants (Environmental and Geotechnical)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 - 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Antonette Lomeli	1-Office Assistant	\$28,600	\$13.75	\$20.63	\$3.44	\$37.81
Debbie Meggers	Project Admin	\$41,974	\$20.18	\$30.27	\$5.05	\$55.50
Rhonda Hamblet	Word Processor	\$42,120	\$20.25	\$30.38	\$5.06	\$55.69
Deborah Morin	Project Admin	\$47,840	\$23.00	\$34.50	\$5.75	\$63.25
Andrea Cobble	Project Coordinators	\$48,048	\$23.10	\$34.65	\$5.78	\$63.53
Lynne Rees	Project Admin	\$51,002	\$24.52	\$36.78	\$6.13	\$67.43
Mary Murphy	CAD Operator	\$54,080	\$26.00	\$39.00	\$6.50	\$71.50
Buu Tran	CAD Supervisor	\$71,240	\$34.25	\$51.38	\$8.56	\$94.19
Kiran Manchikanti	GIS Specialist	\$77,896	\$37.45	\$56.18	\$9.36	\$102.99
Micah Hintz	Staff Engineer	\$49,920	\$24.00	\$36.00	\$6.00	\$66.00
Bashir Saiid	Staff Geologist	\$46,800	\$22.50	\$33.75	\$5.63	\$61.88
Paul Kemp	Staff Geologist	\$42,120	\$20.25	\$30.38	\$5.06	\$55.69
Jeff DeLand	Staff Geologist	\$49,670	\$23.88	\$35.82	\$5.97	\$65.67
Kevin Hall	Sr. Staff Env Scientist	\$52,000	\$25.00	\$37.50	\$6.25	\$68.75
Zach Freeman	Sr. Staff Geologist	\$53,997	\$25.96	\$38.94	\$6.49	\$71.39
Brynn McCulloch	Sr. Staff Geologist	\$60,008	\$28.85	\$43.28	\$7.21	\$79.34
Michelle Wickers	Sr. Staff Geologist	\$60,008	\$28.85	\$43.28	\$7.21	\$79.34
Joe Roe	Project Geologist	\$66,498	\$31.97	\$47.96	\$7.99	\$87.92
Meredith Church	Project Geologist	\$72,010	\$34.62	\$51.93	\$8.66	\$95.21
Kristin A. Stout	Sr. Project Scientist	\$69,306	\$33.32	\$49.98	\$8.33	\$91.63
Greg Middleton	Sr. Project Geologist	\$75,608	\$36.35	\$54.53	\$9.09	\$99.96
Lisa Battiato	Sr. Project Geologist	\$79,997	\$38.46	\$57.69	\$9.62	\$105.77
Richard Orr	Associate Geologist	\$96,387	\$46.34	\$69.51	\$11.59	\$127.44
K. Sivathanan	Associate Engineer	\$99,008	\$47.60	\$71.40	\$11.90	\$130.90
Jason Hertzberg	Associate Engineer	\$107,994	\$51.92	\$77.88	\$12.98	\$142.78
Phil Buchiarelli	Associate Geologist	\$88,005	\$42.31	\$63.47	\$10.58	\$116.35
Kris Lutton	Principal	\$155,251	\$74.64	\$111.96	\$18.66	\$205.26
Tom Benson	Principal	\$177,507	\$85.34	\$128.01	\$21.34	\$234.69
Fred Perry	Sr. Eng Tech *	\$78,229	\$37.61	\$56.42	\$9.40	\$103.43
George Ruiz	Sr. Eng Tech *	\$78,229	\$37.61	\$56.42	\$9.40	\$103.43
Brandon Thomas	Sr. Eng Tech *	\$78,229	\$37.61	\$56.42	\$9.40	\$103.43

* Prevailing Wages rate

ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES
Contract No. C10027

Leighton, (Cont.)

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT/PRICE OR COST
Miscellaneous Environmental Equipment		At Cost
Geotechnical Testing Rates		At Cost
Nuclear Density Gauge		\$88/day
Overnight Shipping		At Cost
Mileage		\$0.55/mile
Vehicle Usage		\$15/hour

ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES
Contract No. C10027

Ninyo & Moore (Environmental and Geotechnical)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 - 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Walter Crone	Principal Eng/Geo/Sci	\$131,997	\$63.46	\$95.19	\$15.87	\$174.52
Stephen Beck	Principal Eng/Geo/Sci	\$124,010	\$59.62	\$89.43	\$14.91	\$163.96
Steven Waide	Principal Eng/Geo/Sci	\$115,003	\$55.29	\$82.94	\$13.82	\$152.05
David Richter	Principal Eng/Geo/Sci	\$107,994	\$51.92	\$77.88	\$12.98	\$142.78
Eugene Berkland	Senior Eng/Geo/Sci	\$104,998	50.48	\$75.72	\$12.62	\$138.82
Nancy Anglin	Senior Eng/Geo/Sci	\$100,006	\$48.08	\$72.12	\$12.02	\$132.22
John Roberts	Senior Eng/Geo/Sci	\$100,006	\$48.08	\$72.12	\$12.02	\$132.22
David Shaler	Senior Eng/Geo/Sci	\$90,002	\$43.27	\$64.91	\$10.82	\$118.99
Shannon Smith	Sr. Project Eng/Geo/Sci	\$76,960	\$37.00	\$55.50	\$9.25	\$101.75
Krista Brodersen	Sr. Project Eng/Geo/Sci	\$67,600	\$32.50	\$48.75	\$8.13	\$89.38
Denise Alvarez	Sr. Project Eng/Geo/Sci	\$66,560	\$32.00	\$48.00	\$8.00	\$88.00
Peter Clark	Project Eng/Geo/Sci	\$64,896	\$31.20	\$46.80	\$7.80	\$85.80
Dana Williams	Project Eng/Geo/Sci	\$62,400	\$30.00	\$45.00	\$7.50	\$82.50
Linda Carson	Data Processing	\$55,120	\$26.50	\$39.75	\$6.63	\$72.88
Gyula Kerkai	Technical Illustrator	\$53,560	\$25.75	\$38.63	\$6.44	\$70.81
Alexis Balane	Technical Illustrator	\$53,352	\$25.65	\$38.48	\$6.41	\$70.54
Beth Padgett	Sr. Staff Eng/Geo/Sci	\$51,501	\$24.76	\$37.14	\$6.19	\$68.09
Zachary Mason	Sr. Staff Eng/Geo/Sci	\$50,003	\$24.04	\$36.06	\$6.01	\$66.11
Javier Perez	Sr. Staff Eng/Geo/Sci	\$50,003	\$24.04	\$36.06	\$6.01	\$66.11
Peter Sims	Sr. Staff Eng/Geo/Sci	\$49,920	\$24.00	\$36.00	\$6.00	\$66.00
Thomas Mutter	Staff Eng/Geo/Sci	\$48,318	\$23.23	\$34.85	\$5.81	\$63.88
Sharon Chang	Data Processing	\$45,760	\$22.00	\$33.00	\$5.50	\$60.50
Diane Triffet	Admin Assistant	\$44,720	\$21.50	\$32.25	\$5.38	\$59.13
Mary Hebner	Admin Assistant	\$44,200	\$21.25	\$31.88	\$5.31	\$58.44
Gail Westmeyer	Data Processing	\$35,360	\$17.00	\$25.50	\$4.25	\$46.75

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Rental Equipment and Subcontracted Services	As Needed	At Cost

Converse Consultants (Environmental and Geotechnical) (Hazardous Materials Testing & Removal)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 132.47%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 12/31/10	RATE 1/1/10 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Lisa Waldez	Staff Environmental Scientist	\$38,500	\$18.51	\$24.52	\$4.30	\$47.33
Amanda Liu	Staff Environmental Scientist	\$41,000	\$19.71	\$26.11	\$4.58	\$50.40
Marie DeBoynton	Accounting Clerk	\$44,678	\$21.48	\$28.45	\$4.99	\$54.92
Alex Fernandez	Senior Staff Env. Scientist	\$47,520	\$22.85	\$30.27	\$5.31	\$58.43
Heidi Yavornicky	Senior Staff Env. Scientist	\$52,219	\$25.11	\$33.26	\$5.84	\$64.21
William Ragsdale	Project Manager	\$54,193	\$26.05	\$34.51	\$6.06	\$66.62
George Paler	Project Scientist	\$57,650	\$27.72	\$36.72	\$6.44	\$70.88
John Zielgler	Senior Professional	\$60,632	\$29.15	\$38.62	\$6.78	\$74.55
Scott Nunes	Senior Professional	\$73,349	\$35.26	\$46.71	\$8.20	\$90.17
Michael Van Fleet	Senior Geologist	\$74,209	\$35.68	\$47.27	\$8.30	\$91.25
Duncan Walker	Senior Geologist	\$85,000	\$40.87	\$54.14	\$9.50	\$104.51
Laura Tanaka	Principal Env. Professional	\$95,400	\$45.87	\$60.76	\$10.66	\$117.29
Norman Eke	Principal	\$171,281	\$82.35	\$109.09	\$19.14	\$210.58
Steven Weatherton	Project Manager	\$54,450	\$26.18	\$34.68	\$6.09	\$66.95
Danielle Ertl	Office Administrator	\$48,000	\$23.08	\$30.57	\$5.37	\$59.02
Melinda Roberts	Word Processor	\$36,046	\$17.33	\$22.96	\$4.03	\$44.32
Cynthia Perez	Receptionist	\$26,000	\$12.50	\$16.56	\$2.91	\$31.97
Kim Campbell	Dispatcher	\$29,120	\$14.00	\$18.55	\$3.26	\$35.81
Albena Jeliazkova-Dimitrova	Marketing Coordinator	\$37,440	\$18.00	\$23.84	\$4.18	\$46.02

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
PLM - 5 Days	Each	\$8.00
PLM - 24 Hours	Each	\$12.00
PLM - 8 Hours	Each	\$15.00
PCM - 5 Days	Each	\$8.00
PCM - 24 Hours	Each	\$10.00
PCM - 8 Hours	Each	\$12.00

**ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES**
Contract No. C10027

TEM - 5 Days	Each	\$75.00
TEM - 24 Hours	Each	\$100.00
TEM - 8 Hours	Each	\$150.00
PB Wipe - 5 Days	Each	\$12.00
PB Wipe - 24 Hours	Each	\$15.00
PB Wipe - 8 Hours	Each	\$36.00
PB Bulk - 5 Days	Each	\$12.00
PB Bulk - 24 Hours	Each	\$15.00
PB Bulk - 8 Hours	Each	\$36.00
PB Air - 5 Days	Each	\$12.00
PB Air - 24 Hours	Each	\$15.00
PB Air - 8 Hours	Each	\$36.00
Air Cassettes PCM	Each	\$2.00
Air Cassettes TEM	Each	\$3.00
PB Water - 5 Days	Each	\$25.00
PB Water - 24 Hours	Each	\$30.00
PB Water - 8 Hours	Each	\$50.00
TTLC - 5 Days	Each	\$20.00
TTLC - 24 hours	Each	\$30.00
TTLC - 8 Hours	Each	\$50.00
STLC - 5 Days	Each	\$60.00
STLC - 48 Hours	Each	\$100.00
STLC - 24 Hours	Each	\$125.00
TCLP - 5 Days	Each	\$60.00
TCLP - 48 Hours	Each	\$110.00
TCLP - 24 Hours	Each	\$150.00
XRF Daily Rate	Day	\$200.00
Point Count 1000 Pts - 25 Hours	Each	\$100.00
Fee to Open Lab PLM	Each	\$200.00
Fee to Open Lab PCM	Each	\$200.00
Fee to Open Lab TEM	Each	\$250.00
Bulk Sample Container	Each	\$0.15
Mileage	Mile	\$0.55/mile

Allied (Hazardous Materials Testing and Removal)

I. DIRECT LABOR COSTS, INDIRECT, AND FEE

Initial OVHD Rate 150.00%
Negotiated Fee 10%

STAFF NAME	BILLING CATEGORY	ANNUAL SALARY 1/1/10 - 12/31/10	RATE 1/1/10 - 12/31/10	OVHD	FEE	FULLY LOADED HOURLY RATE
Scott Brown	ACM Technician	\$60,000	\$28.85	\$43.27	\$7.21	\$79.33
Aaron Stacier	Demo / Hazmat Super	\$70,000	\$33.65	\$50.48	\$8.41	\$92.55
Roger Mathes	Certified Asbestos Consultant	\$70,000	\$33.65	\$50.48	\$8.41	\$92.55
Laborer	Demo Laborer	\$80,000	\$38.46	\$57.69	\$9.62	\$105.77
Laborer	Hazmat Labor	\$80,000	\$38.46	\$57.69	\$9.62	\$105.77
Jim Bolt	Demolition Proj. Mngr.	\$100,000	\$48.08	\$72.12	\$12.02	\$132.21
Glenn Christensen, P.G.	Senior Compliance Mngr.	\$110,000	\$52.88	\$79.33	\$13.22	\$145.43
Joe Hunt, P.G.	Senior Geologist	\$120,000	\$57.69	\$86.54	\$14.42	\$158.65

II. OTHER DIRECT COSTS

ITEM	BASIS	UNIT PRICE OR COST
Permits and Notifications	Neshaps / AQPCD	1,500.00
Insurance / Bonding	Job-Specific	3% of Gross Contract

Schedule IIIa – Fixed Price Appraisal Services

Assumptions/Conditions:

- Fixed prices for individual appraisals will be negotiated based on specifically identified parcels of real estate. Appraisers' rates vary based on property type and use (commercial, residential, industrial), complexity of the appraisal issue (full versus partial taking, etc), requested timeline, and number of similar parcels assigned simultaneously.
- Appraisal assignments may be competitively bid among panel of selected real estate appraisers for best value to SANBAG.
- All fees shown assume a summary narrative appraisal report that complies with USPAP, delivered electronically and with 3 bound originals, and include an electronic statement of just compensation prepared by the appraiser.

Non-Complex, Full-Take Appraisals, traditional use and zoning

Type	Low	Most Probable	High
Improved Single Family Residential	\$1,800	\$2,500	\$4,500
Improved Multi-Family Residential	\$2,400	\$3,800	\$6,000
Improved Commercial/industrial	\$3,800	\$5,000	\$9,000
Vacant Land	\$2,500	\$4,000	\$9,000

More-Complex, Part-Take Appraisals, traditional use and zoning

Type	Low	Most Probable	High
Improved Single Family Residential	\$4,500	\$5,000	\$7,500
Improved Multi-Family Residential	\$4,500	\$6,500	\$8,500
Improved Commercial/industrial	\$4,500	\$6,500	\$8,500
Vacant Land	\$3,800	\$5,000	\$8,500

Highly Complex Appraisals, Special Use Properties, Apartment Complexes, Public Lands, Cut-and-Re-face

Type	Low	Most Probable	High
All Property Types	\$8,000	N/A	\$20,000

Appraisal Review

Type	Low	Most Probable	High
Non-Complex to More Complex	\$1,500	\$2,500	\$5,000

Highly Complex	\$2,500	\$3,500	\$20,000 ¹
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Fixture and Equipment Appraisal

Type	Low	Most Probable	High
Non-Complex to More Complex	\$2,500	\$4,500	\$8,500
Highly Complex	\$7,500	\$10,000	\$20,000

Loss of Business Goodwill Appraisal

Type	Low	Most Probable	High
Non-Complex to More Complex	\$3,500	\$5,500	\$9,500
Highly Complex	\$10,000	\$10,000	\$20,000

Schedule IIIb – Listing of Hourly Rates of Appraisers

Assumptions/Conditions:

- Hourly Rates for Real Estate Appraisers are for reference and extra work charges only – appraisal services will be quoted on a fixed price basis as is the practice in the industry.
- All Real Estate Appraisers' hourly rates for court testimony are two times stated hourly rate unless otherwise stated.

Overland, Pacific & Cutler, Inc. (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Kevin Donahue, MAI	Principal Appraiser	Project Oversight, Appraisal	\$275
Damian Santucci,	Staff Appraiser	Appraisal	\$125

The Kiley Company (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Elizabeth Kiley, MAI	President/Project Mgr.	Appraisal	\$200
Elizabeth Kiley, MAI	President/Project Mgr.	Court Testimony	\$450
Stephanie Kavanaugh	RE Appraiser	Appraisal	\$90
Meredith A. McDonald	RE Appraiser	Appraisal	\$90
Mark A. Demkiu	RE Appraiser	Appraisal	\$90
Maria Olson	RE Appraiser	Appraisal	\$90
Steven Botts	RE Appraiser	Appraisal	\$90

¹ The Review Appraisal is ultimately responsible for the report up to, and including preparing a new report if necessary (unusual circumstance).

ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES
Contract No. C10027

Scott Buell	RE Appraiser	Appraisal	\$90
Christine Santolucito	RE Appraiser/Trainee	Appraisal	\$60
Christine Santolucito	Office Manager	Administrative Support	\$60

Lidgard & Associates (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Scott A. Lidgard, MAI, CCIM	President	Appraiser	\$225
Wesley Haugen	Assistant Appraiser	Research/Appraiser	\$125
Sarah Petty	Office Administrator	Type Reports	\$65
Kimberly Burrows Smith	Market Research	Exhibits	\$65
Jason Boyer	Market Research	Research	\$65
Jason Clayton	Market Research	Research	\$65

Hennessey & Hennessey (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Sharon A. Hennessey, MAI	Principal Appraiser	Real Estate Appraiser	\$225
Joseph Montano	Associate Appraiser	RE Appraisal/Tech Support	\$70
Karen Herb	Appraisal Asst.	Report Preparation	\$65

Mason & Mason (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Frances Wolfe Mason, MAI	Principal Appraiser	Real Estate Appraisals	\$425.00
Frances Wolfe Mason, MAI	Principal Appraiser	Trial Preparation/Testimony	\$425.00**
Bradford D. Thompson, MAI, SR/WA	Senior Appraiser	Real Estate Appraisals	\$325.00
Bradford D. Thompson, MAI, SR/WA	Senior Appraiser	Trial Preparation/Testimony	\$325.00**
Vincent G. Maher, MAI	Appraiser	Real Estate Appraisals	\$225.00
Lisa M. Benson, MAI	Appraiser	Real Estate Appraisals	\$275.00
Kate C. McWatters, MAI SRA	Appraiser	Real Estate Appraisals	\$250.00
Harry A. McWatters, MAI	Appraiser	Real Estate Appraisals	\$200.00
Kim Pasquariello, SR/WA	Appraiser	Real Estate Appraisals	\$250.00
Anne E. Pulis, Ph.D.	Appraiser	Real Estate Appraisals	\$200.00
Scott J. Thompson	Appraiser	Real Estate Appraisals	\$175.00

ON-CALL RIGHT OF WAY ACQUISITION SERVICES
INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING,
AND OTHER SPECIALTY PROFESSIONAL SERVICES
Contract No. C10027

Vincent G. Maher, MAI	Appraiser	Real Estate Appraisals	\$225.00
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Riggs & Riggs (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Bryan G. Riggs, MAI, SR/WA	Principal Appraiser	Real Estate Appraiser	\$250
Joyce L. Riggs, MAI, SR/WA	Principal Appraiser	Real Estate Appraiser	\$250
Mark D. Brusca	Sr. Appraiser	Real Estate Appraiser	\$175
Daniel J. Kazden	Appraiser	Real Estate Appraiser	\$150
Heather N. Riggs	Appraiser	Real Estate Appraiser	\$100
Pamela Burkle	Appraisal Support	Market Research	\$75
Jody Gallette	Appraisal Support	Market Research	\$75

Thomas Pike & Associates (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Tom Pike	Principle Appraiser	Real Estate Appraisals	\$200
Tom Pike	Principle Appraiser	Trial Preparation/Testimony	\$300
Research Staff	Market Researcher	Market Research	\$75

R.P. Laurain (Real Estate Appraisal and Review)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Ronald P. Laurain	President, Principal Appraiser	Real Estate Appraisals	\$175
Ronald P. Laurain		Trial Preparation/Testimony	\$275
John P. Laurain	Vice President, Principal Appraiser	Real Estate Appraisals	\$175
John P. Laurain		Trial Preparation/Testimony	\$275
Benjamin Balos	Associate Appraiser	Real Estate Appraisals	\$150

Hodges & Lacy (Furniture, Fixtures & Equipment Appraisal)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Richard Hodges	Principal	F&E Appraisals	\$150
Richard Hodges	Principal	Trial Preparation and Testimony	\$300
Mike Lacy	Principal	F&E Appraisals	\$150
Mike Lacy	Principal	Trial Preparation and Testimony	\$250

Desmond, Marcello & Amster (Furniture, Fixtures & Equipment Appraisal) (Goodwill Appraisal)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Aaron Amster	Senior Partner	Goodwill Project Manager	\$295
Wesley Nutten	Partner	Goodwill Project Manager	\$295
Madeleine Mamaux	Partner	Goodwill Project Manager	\$250
Gordon Hjelmstrom	Consultant	F&E Project Manager	\$200
Ricardo Goni	Senior Manager	Appraisal	\$200
Eric Lietzow	Senior Manager	Appraisal	\$200
Diane Christensen	Manager	Appraisal	\$175
Marcus Pigrom	Senior Manager	Appraisal	\$135
Kevin Blair	Senior Financial Analyst	Financial Analysis	\$150

Donna Desmond Associates (Goodwill Appraisal)

Name	Job Title/Classification	Job Function	Fully Loaded Hourly Rate
Donna Desmond	Principal Appraiser	Goodwill Appraisals	\$265
Donna Desmond	Principal Appraiser	Trial Preparation and Testimony	\$365

Minute Action

AGENDA ITEM: 10

Date: January 6, 2010

Subject: Construction management services and construction support services for the SR 210, Muscoy UPRR bridge seismic retrofit project

Recommendation:* 1. Approve Amendment No. 6 to Contract No. 03-013 with Lim and Nascimento Engineering Corporation in the amount of \$162,966, increasing the contract total amount from \$28,159,179 to \$28,322,145, and extending the completion date to August 31, 2010.

2. Approve Amendment No. 1 to Contract No. 09-095 with HNTB to extend the completion date to August 31, 2010.

Background: These actions are amendments to two (2) current professional services contracts.

Recommendation 1 Background

In October 2002, the Board approved Contract No. 03-013 with Lim and Nascimento Engineering Corporation (LAN) to provide construction management services for the multiple SR 210, Segments 9-11 and Interstate 10 East Projects in the amount of approximately \$8.5 million. The contract divided the projects into three phases, with each phase requiring Board approval.

*Approved
Board of Directors*

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

The original contract approved by the Board in October 2002 covered what was considered Phase I, and Amendment Nos. 1 and 2 provided Board approval of Phases II and III. Amendment No. 3 added construction management services for the I-10 Live Oak Canyon Interchange project to the contract and Amendment No. 4 included the close-out efforts on several projects and construction management services for SR210 Muscoy UPRR bridge seismic retrofit.

In July 2009, the Board approved Amendment No. 5 to extend the term of the contract through June 2010 (allowing adequate time for project closeouts); and to revise the total contract amount in recognition of the additional work performed by the consultant in securing UPRR approvals for the SR-210 Muscoy project; to include additional effort needed to close out SR-210 Mainline Segments 9 through 11, which took longer than expected; and to allow for additional duration of the I-10 Live Oak Canyon project through June 2009.

In addition to delays in securing necessary UPRR approvals of the contractor's shoring plans, the project suffered another schedule setback when material coating on State-furnished, structural steel elements stored outside the SANBAG construction field office in Yucaipa were determined to require rework due to prolonged exposure to the elements. Staff worked closely with the construction management consultant and Caltrans Materials Engineering and Testing Services (METS) to quickly identify a qualified, local contractor that provided the lowest quoted price to load, transport, strip, re-weld, clean and re-paint the steel plates and assemblies.

Amendment No. 6 was requested by the consultant to provide adequate resources to carry construction management services for the SR-210 Muscoy UPRR project through the new expected construction completion date of June 2010. The revised contract completion date of August 31, 2010 will allow adequate time for the consultant to assist staff in closing out the Muscoy retrofit project.

This amendment increases the total contract amount by \$162,966, including a 10% contingency of \$14,815, for a new not-to-exceed total contract amount of \$28,322,145 for contract 03-013.

Recommendation 2 Background

In July 2003, the SANBAG Board authorized a contract 04-009 with HNTB Corporation to provide design support during construction of the SR-210 Segment 10 project. In December 2006 the SANBAG Board authorized Amendment No. 2 to that contract which amended the scope of

work to remove the Muscoy UPRR Seismic Retrofit work from Segment 10 construction.

At the September 2008 Board meeting a construction contract was awarded to Beador Construction for the construction of the Muscoy UPRR Seismic Retrofit project. In November 2008, the Board authorized a sole source contract 09-095 with HNTB Corporation to provide construction support services for the Muscoy Retrofit project, as well as to complete as-built plans for the entire Segment 10.

Contract 09-095 is set to expire on December 31, 2009 and it is recommended to extend the term of this agreement until August 31, 2010 to allow adequate time to complete as-built plans and close out the project. No changes are proposed to the existing contract budget at this time.

Financial Impact: These recommendations are consistent with the fiscal year 2009/2010 budget. Measure I funds in the amount of \$162,966 are available under Task No. 82410000.

Reviewed By: This item was reviewed and recommended for approval (11-0-3; Abstained: Supervisor Paul Biane, Supervisor Neil Derry and Council Member Alan Wapner) by the Major Projects Committee on December 10, 2009. SANBAG Counsel has reviewed and approved these amendments as to form.

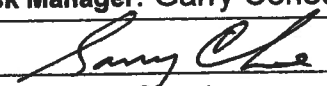
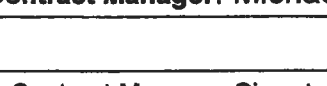

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 03-013-06
by and between
the San Bernardino County Transportation Authority
and
Lim and Nascimento Engineering Corporation (LAN)
for
Construction Management Services for SR210, Segments 9-11

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>LAN</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes:							
Original Contract: \$ <u>8,416,227</u>		Previous Amendments \$ <u>19,742,952</u>					
Contingency / Allowance Amount \$ <u>0</u>		Previous Amendments \$ <u>0</u>					
		Contingency / Allowance Total:					
		Current Amendment: \$ <u>148,151</u>					
		Current Amendment Contingency / Allowance: \$ <u>14,815</u>					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►			\$ <u>28,322,145</u>				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>824</u>	<u>650</u>	<u>000</u>	<u>52001</u>	<u>99006</u>	<u>Measure I Funds</u>	\$ <u>162,966</u>	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date:				<u>10/2/02</u>	Contract Start: <u>10/3/02</u>	Contract End: <u>6/30/10</u>	
New Amend. Approval (Board) Date:				<u>1/6/10</u>	Amend. Start: <u>1/7/10</u>	Amend. End: <u>8/31/10</u>	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>162,966</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>824</u> (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe	Contract Manager: Michael Barnum
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 Task Manager Signature	12/17/09 Date	 Contract Manager Signature	Date
 Chief Financial Officer Signature	12/17/09 Date		

AMENDMENT NO. 6
AGREEMENT BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
LIM AND NASCIMENTO ENGINEERING CORPORATION (LAN)
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR SR-210

This AMENDMENT No. 6 to CONTRACT No. 03-013 entered into this 6th day of January, 2010 between the firm of Lim and Nascimento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract 03-013 ("Contract"), has engaged the services of CONSULTANT to provide construction management services for the Route 210 Segments 9-11 Project and under Amendment No. 4 to Contract engaged CONSULTANT to provide construction management services for the SR210 Muscoy Upper Bridge Seismic Retrofit Project ("Project"); and

WHEREAS, a lengthened construction schedule for the Project has impacted the construction management scope and the parties desire to amend the Contract to increase the Contract not-to-exceed amount; and,

NOW THEREFORE, the parties mutually agree to amend the Contract as follows:

1. Article 2, sub-paragraph 2.1 shall be replaced by the following; The Period of Performance by CONSULTANT under this Contract shall commence on October 3, 2002 and continue to August 31, 2010, or until otherwise terminated or cancelled as hereinafter directed, or unless extended by direction of SANBAG.
2. Article 3. The not-to-exceed amount of the Contract shall be increased by \$162,966, including \$14,815 in contingencies. The amended total Contract not-to-exceed amount shall be \$28,322,145.
3. The revised staffing plan, and costs associated with the revised Period of Performance are included in Attachment "A" to this Amendment and are hereby made a part of the Contract.

Except as amended by this Amendment No. 6, all other provisions of the Contract and any prior Amendments to the Contract remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino County
Transportation Authority

Lim and Nascimento
Engineering Corporation

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene Basle
SANBAG Counsel

Date: _____

SANBAG Projects Staff Projection based on a 168 hours/month

Muscoy Retrofit													
Year		Billing	2010									TOTAL	
Month	Rate	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
Kevin Tran (RE)	\$153.28			\$1,532.80	\$6,131.20	\$6,131.20	\$6,131.20	\$6,131.20	\$6,131.20	\$6,131.20	\$38,320.00		
Tom Nowak (SR/INSP)	\$140.09			\$5,603.60	\$23,535.12	\$23,535.12	\$23,535.12	\$23,535.12	\$23,535.12	\$23,535.12	\$146,814.32		
Total				\$7,136.40	\$29,666.32	\$29,666.32	\$29,666.32	\$29,666.32	\$29,666.32	\$29,666.32	\$185,134.32		

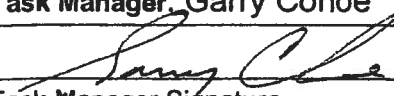
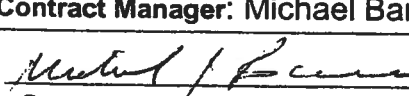

* Hourly Truck cost = \$1100/168 hrs; Hourly Cell cost = \$76/168 hrs.

a0331306-A

SANBAG Contract No. 09-095-01
by and between
the San Bernardino County Transportation Authority
and
HNTB Corporation
for
Construction Support Services for Muscoy Seismic Retrofit

FOR ACCOUNTING PURPOSES ONLY							
<input type="checkbox"/> Payable	Vendor Contract # <u>TBD</u>		Retention:			<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID <u>HNTB</u>		<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No			<input checked="" type="checkbox"/> Amendment	
Notes:							
Original Contract:		\$ <u>156,000</u>		Previous Amendments		\$ <u>0</u>	
				Previous Amendments		\$ <u>0</u>	
				Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ <u>0</u>		Current Amendment:		\$ <u>0</u>	
				Current Amendment Contingency / Allowance:		\$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►						\$ <u>156,000</u>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
_____	_____	_____	_____	_____	_____	\$ _____	
_____	_____	_____	_____	_____	_____	\$ _____	
Original Board Approved Contract Date:				11/5/08		Contract Start: 11/7/08 Contract End: 12/31/09	
New Amend. Approval (Board) Date:				1/6/10		Amend. Start: 1/7/10 Amend. End: 8/31/10	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>	
		\$ <u>0</u>					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>824</u> (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input checked="" type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Michael Barnum</u>	
 Task Manager Signature	<u>12/2/09</u> Date	 Contract Manager Signature	<u>12/2/09</u> Date
 Chief Financial Officer Signature	<u>12/3/09</u> Date		

Finance will not process any payments without budget authority and properly executed contracts.

AMENDMENT NO. 1
AGREEMENT BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
HNTB CORPORATION
FOR
CONSTRUCTION SUPPORT SERVICES FOR MUSCOY SEISMIC RETROFIT

This AMENDMENT No. 1 to CONTRACT No. 09-095 entered into this 6th day of January, 2010 by the firm of HNTB Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract 09-095, has engaged the services of CONSULTANT to provide construction support services for Muscoy Bridge Seismic Retrofit Project; and,

WHEREAS, a lengthened project construction schedule has impacted construction support scope; the parties hereto desire to amend the aforesaid contract to revise the period of performance,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract 09-095, as follows:

1. Article 2, sub-paragraph 2.1 shall be replaced by the following; The Period of Performance by CONSULTANT under this contract shall commence on October 7, 2008 and continue to August 31, 2010, or until otherwise terminated or cancelled as hereinafter directed, or unless extended by direction of SANBAG.
2. Except as amended by this Amendment, all other provisions of Contract 09-095 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino County
Transportation Authority**

HNTB Corporation

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene Basle
SANBAG Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: January 6, 2010

Subject: Categorical Exemption determination under the California Environmental Quality Act (CEQA) for Tier 3 and Tier 4 of the San Bernardino Valley Coordinated Traffic Signal System Program

- Recommendation:***
1. Approve the determination that Tier 3 and Tier 4 of the San Bernardino Valley Coordinated Traffic Signal System Program is Categorically Exempt under CEQA, CCR Title 14, Section 15302 (Replacement or Reconstruction of Existing Facilities) and CCR Title 14 Section 15303 (New Construction of Small New Equipment).
 2. Approve the Notice of Exemption, attached as Attachment "A" for filing with the San Bernardino County Clerk.

Background: SANBAG is the lead agency for the implementation of Tiers 3 and 4 of the San Bernardino Valley Coordinated Traffic Signal System Program. These projects include the coordination of approximately 500 signals on various major arterials in the valley region of San Bernardino County. The work comprises the installation of traffic signal interconnect systems (via new or existing conduits and cable installations or wireless means), connecting various traffic signals to existing fiber optic systems, installation of wireless communication equipments on existing traffic signal poles and appurtenant work at various signal locations in the program.

SANBAG staff has found that these projects qualify for Class 2 and Class 3 exemptions in accordance with CEQA Guidelines CCR Title 14 Sections 15302

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

and 15303, respectively. Section 15302 allows for a project to be exempt from CEQA when the proposed action is related to a replacement or reconstruction of existing systems and/or facilities involving negligible or no expansion of capacity. Section 15303 allows for a project to be exempt when its purpose is to construct new, small equipment or facilities with no potential for significant environmental impacts.

The attached Notice of Exemption, when filed with the San Bernardino County Clerk, would inform the State Clearinghouse of SANBAG's Categorical Exemption determination and would commence a 35-day statute of limitations for challenges to SANBAG's determination as opposed to a 180-day statute of limitations if a Notice of Exemption is not filed.

Financial Impact: This item is consistent with the FY 2009/2010 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on December 10, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

ATTACHMENT A

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

From: Public Agency: San Bernardino Associated Governments
Street Address: 1170 West 3rd Street
1400 Tenth Street, Rm. 121
Sacramento, CA 95814

Address: 1170 West 3rd Street
San Bernardino, CA 92410-1715

☐ County Clerk
County of: San Bernardino
Address: 385 North Arrowhead Avenue
San Bernardino, CA 92415

Project Title: San Bernardino Valley Coordinated Signal System Program – Tier 3 & 4

Project Location – Specific: At approx 500 signal locations from Los Angeles County Line to Redlands at interchanges on the I-10, I-15, SR-30, SR-71, I-215, and SR-330 freeways and along major arterials (see attached map for exact locations)

Project Location – City: Chino, Chino Hills, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, and Upland

Project Location - County: San Bernardino

Description of Project: The proposed project is a signal coordination project that would interconnect and coordinate 500 signals along major arterials and associated freeway interchanges in the San Bernardino County Valley region. The project involves the installation of traffic signal interconnect systems, modification of traffic signals, installation of one traffic signal and connecting traffic signals to existing communication systems.

Name of Public Agency Approving Project: San Bernardino Associated Governments

Name of Person or Agency Carrying Out Project: San Bernardino Associated Governments

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 2, Section 15302(c); Class 3, Section 15303(d)
- ☐ Statutory Exemption. State code number: _____

Reasons why project is exempt: Class 2 Categorical Exemptions (CE) under Section 15302(c) and Class 3 CE under Section 15303(d) apply to replacement or reconstruction of existing facilities and new construction of small new equipment, respectively. This project will involve the replacement of outdated hardware and/or equipment at various signal locations, installation of new communication equipment at various signal locations, installation of one traffic signal and associated equipment, and connection of signals through new or existing conduit and cable installations or wireless means.

Lead Agency

Contact Person: Paul Melocoton, Assistant Project Manager Area Code/Telephone/Extension: (909) 884-8276

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

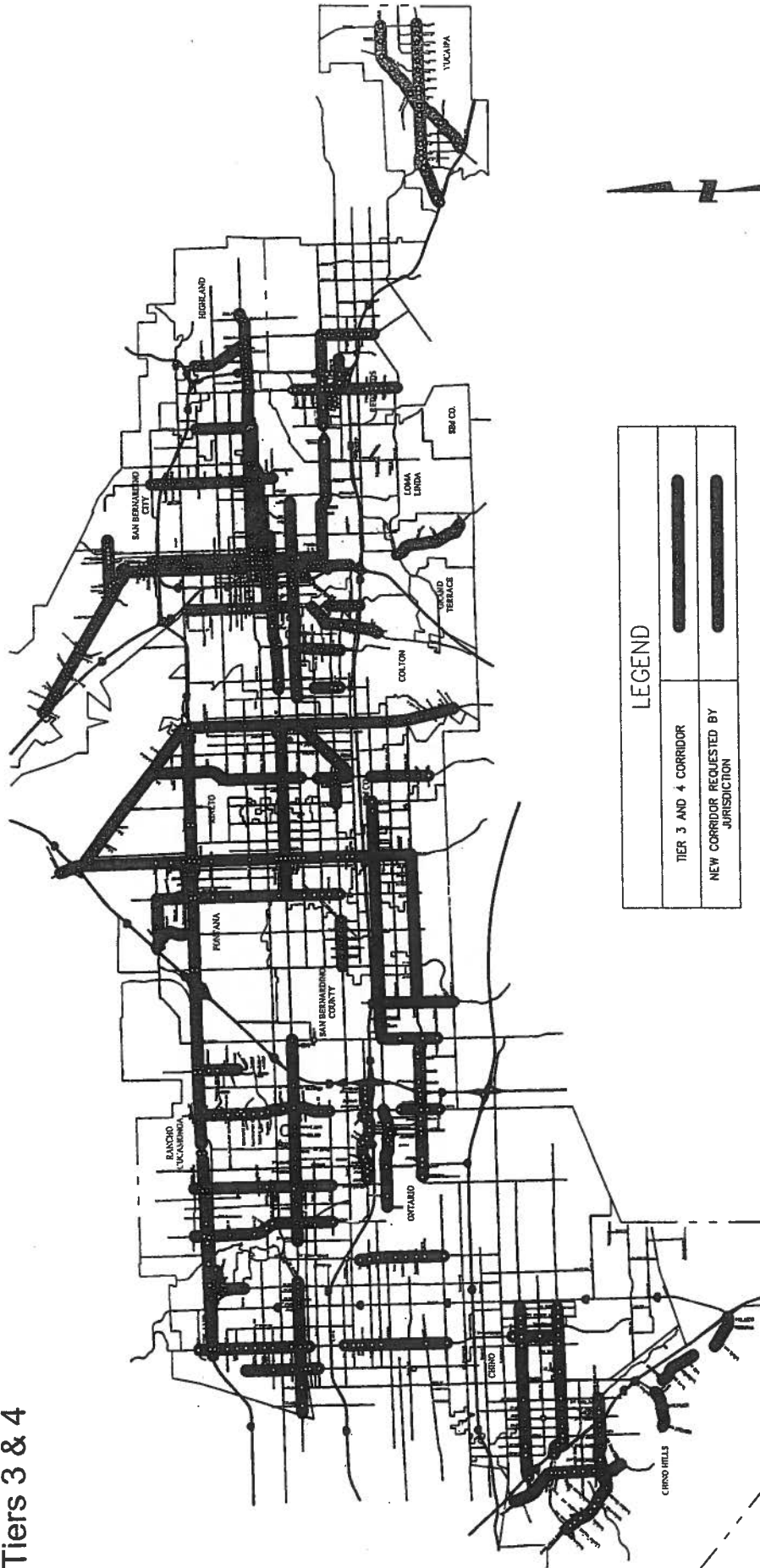
Signature: _____ Date: _____ Title: _____

☒ Signed by Lead Agency

☐ Signed by Applicant

Date received for filing at OPR: _____

San Bernardino Valley Coordinated Signal System Program Tiers 3 & 4



LEGEND	
TIER 3 AND 4 CORRIDOR	
NEW CORRIDOR REQUESTED BY JURISDICTION	

NOT TO SCALE

DESCRIPTION	DO NOT NEED WIRELESS COMMUNICATION	NEED WIRELESS COMMUNICATION
ORIGINAL TIER 3 AND 4 INTERSECTIONS	○	☆
NEW INTERSECTIONS ADDED WITHIN TIER 3 AND 4 CORRIDORS	⊙	☆
INTERSECTIONS REMOVED WITHIN TIER 3 AND 4 CORRIDORS	○	☆
INTERSECTIONS ADDED DUE TO LOGICAL EXTENSION OF TIER 3 AND 4 CORRIDORS	●	★
ADDITIONAL INTERSECTION REQUESTED BY JURISDICTION	●	★
CALTRANS TIER 3 AND 4 INTERSECTIONS	○	☆
NEW HARDWARE INTERCONNECT	△	

Governments
SANBAG
Working Together

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 12

Date: January 6, 2010

Subject: Hunts Lane/UPRR Grade Separation Project Utility Relocation

Recommendation:* Approve reimbursement Agreement No. C10153 with AT&T for relocation of existing communication facilities along Hunts Lane in the amount not to exceed \$153,716.39.

Background: This is a new agreement. SANBAG is nearing completion of the Plans, Specifications and Estimates (PS&E) phase of the Hunts Lane grade separation over Union Pacific Rail Road (UPRR) in the Cities of Colton and San Bernardino. Several existing utilities within Hunts Lane will need to be relocated, including facilities owned and operated by AT&T. Staff has worked closely with AT&T to develop acceptable relocation plans and determine responsibilities for construction costs associated with the proposed relocation.

The subject agreement requires SANBAG's construction contractor to install AT&T's relocated underground facilities during construction of the grade separation project. SANBAG will invoice AT&T for the actual costs of installing those facilities and AT&T will reimburse SANBAG up to the not to exceed amount specified in the reimbursement agreement. Upon completion of the underground relocation work, AT&T will furnish and install new cabling needed to complete the relocation of its facilities.

*

*Approved
Board of Directors*

Date: January 6, 2010

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Under its existing franchise agreement with the City of San Bernardino, AT&T is required to relocate existing facilities at its own cost; however, due to the lack of right of way along the San Bernardino side (i.e. east side) of Hunts Lane within the project limits, the project requires that AT&T facilities be relocated to the Colton side (i.e. west side) of Hunts Lane. For this reason, SANBAG is required to pay the differential costs associated with AT&T's relocation of facilities to the opposite side of the street.

The total estimated cost for AT&T to relocate their conflicting facilities but staying on the east side in the City of San Bernardino was estimated at \$196,884.56. This is the maximum amount that AT&T agrees to reimburse SANBAG for underground relocation work during construction. SANBAG will be responsible for the differential construction costs of underground relocations to the City of Colton side of Hunts Lane, currently estimated at \$76,283.61. SANBAG's actual costs will be included as part of the cost of the future construction contract.

Relocation of AT&T facilities to the Colton side of Hunts Lane requires AT&T to furnish and install new cabling which would not be required if AT&T were to relocate facilities within the San Bernardino side of Hunts Lane. AT&T's estimated costs for these cables is \$43,168.17, which is a cost to be borne by the project and is included as part of the \$76,283.61 estimate. As part of this agreement, AT&T will provide this work and take this cost as a credit against the \$196,884.56 reimbursement.

The not to exceed amount of \$153,716.39 contained in the reimbursement agreement includes AT&T's maximum reimbursement of \$196,884.56 for SANBAG to construct the relocated underground facilities, less the estimated cost of \$43,168.17 for AT&T to furnish and install new cabling, which is a project cost. A summary of all relocation costs and cost sharing responsibilities related to this agreement are included in Attachment A.

SANBAG's consultant, Moffatt & Nichol, is currently coordinating with AT&T to finalize the relocation plans that are included as part of the agreement. Minor edits to the plans are expected as part of this process; however, any changes made to the plans will not have any effect on the not to exceed reimbursement amount in the agreement.

Financial Impact: The action is consistent with the 2009/10 Fiscal Year Budget, TN 87010000. The differential costs of relocation will be included in the future construction contract for the Hunts Lane Grade Separation project.

Board Agenda Item
January 6, 2010
Page 2

Reviewed By: This item was reviewed and approved in concept by the Major Projects Committee on November 12, 2009 (12-0-1; Abstained: Supervisor Neil Derry). SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Attachment "A"
Summary of Relocation Costs

	Estimated Cost	AT&T Reimbursement	Total Net Cost to Project
Relocation of AT&T facilities to east side of Hunts Lane	\$ 196,884.56	\$ 196,884.56	\$ -
Cost of new cables to relocate to west side of Hunts Lane (supplied and installed by AT&T)	\$ 43,168.17	\$ (43,168.17)	\$ 43,168.17
Balance of added costs for relocation to west side of Hunts Lane	\$ 33,115.44	\$ -	\$ 33,115.44
Total	\$ 273,168.17	\$ 153,716.39	\$ 76,283.61

SANBAG Contract No. 10153
by and between
San Bernardino County Transportation Authority
and
A.T.&T.
for
Utility Relocations

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable	Vendor Contract # <u>TBD</u>	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID <u>ATT1</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>153,716.39</u>	Previous Amendments \$ ____
	Previous Amendments \$ ____
	Contingency / Allowance Total:
Contingency / Allowance Amount \$ ____	Current Amendment: \$ ____
	Current Amendment Contingency / Allowance: \$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ 153,716.39

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>870</u>	<u>640</u>	<u>638</u>	<u>53750</u>	<u>91007</u>	<u>Receivable from AT&T</u>	\$ <u>153,716.39</u>
_____	_____	_____	_____	_____	_____	_____

Original Board Approved Contract Date: <u>1/6/10</u>	Contract Start: <u>1/7/10</u>	Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

Allocate the **Total Contract Amount** or **Current Amendment** amount between **Approved Budget Authority** in the current year and **Future Fiscal Year(s) Unbudgeted Obligation**.

Approved Budget Authority ►	Fiscal Year: <u>09/10</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ <u>0</u>
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☐ Budget authority for this contract currently exists in Task No. ____ (C-Task may be used here.).

☐ A budget amendment is required. A Budget Amendment Request is attached.

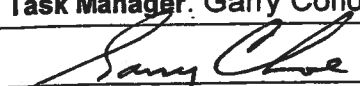
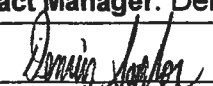
CONTRACT MANAGEMENT


Check all applicable boxes:

☐ Intergovernmental ☒ Private ☐ Federal Funds ☐ State/Local Funds

☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: <u>Garry Cohoe</u>	Contract Manager: <u>Dennis Saylor</u>
----------------------------------	--

 Task Manager Signature	 Contract Manager Signature
<u>12/17/09</u> Date	<u>12/17/09</u> Date

 Chief Financial Officer Signature	<u>12/17/09</u> Date
--	-------------------------

SANBAG Contract No. **10153**
by and between
San Bernardino County Transportation Authority
and
A.T.&T.
for
Utility Relocations

FOR ACCOUNTING PURPOSES ONLY						
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>ATT1</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>153,716.39</u>		Previous Amendments \$ ____				
		Previous Amendments \$ ____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ ____		Current Amendment: \$ ____				
		Current Amendment Contingency / Allowance: \$ ____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>153,716.39</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
87010000	<u>640</u> 630	<u>638</u> 000	<u>5580/53250</u> 5585	<u>91007</u>	Receivable from AT&T	\$ <u>153,716.39</u>
Original Board Approved Contract Date:				<u>1/6/10</u>	Contract Start: <u>1/7/10</u>	Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date:					Amend. Start:	Amend. End:
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>0</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. ____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input checked="" type="checkbox"/> Private <input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds
Task Manager: <u>Garry Cohoe</u>	
Contract Manager: <u>Dennis Saylor</u>	

 Task Manager Signature	 Contract Manager Signature
<u>12/16/09</u> Date	<u>12/16/09</u> Date

Chief Financial Officer Signature _____ Date _____

Finance will not process any payments without budget authority and properly executed contracts.
 Form 28 9/09 Contract Summary Sheet
 C10153
 TN 87010000



AT&T California
1265 Van Buren Street
Room 180
Anaheim, CA 92807

July 7, 2009
REVISED: August 18, 2009

RECEIVED

AUG 24 2009

Sanbag(San Bernardino Assoc. Governments)
C/O Scott Neff
1170 W. 3rd. 2nd Floor
San Bernardino, CA 92410

**SAN BERNARDINO
ASSOCIATES**

Job Reference: *Hunts Lane* – LB17-7435249

ATTENTION: Scott Neff

This Letter of Agreement, by and between **Sanbag**, hereinafter referred to as "Developer" and Pacific Bell Telephone Company dba AT&T California, hereinafter referred to as "Pacific", sets forth instructions for placing the underground telephone facilities *for Hunts Lane Grade Separation*, in accordance with the California Public Utilities Commission Tariff Schedule No. A2, Rule 36.

Developer agrees to:

1. Prior to the commencement of any work to be performed hereunder or at mutually agreed time thereafter, Developer shall grant to Pacific all necessary easements for Pacific's communication facilities in the locations and in a form satisfactory to Pacific.
2. Construct the telephone underground conduit system to Pacific's specifications and shall not make design changes without prior approval of Pacific's engineer.
3. Furnish and place all required conduit, vault(s), vault frame(s), cover(s) and incidental hardware; encase all radii and bends (80 feet or less), where applicable, as per drawing(s).

Job Number: LB(17)7435249

Drawing Numbers: L-4 – L-7

NOTE: INCIDENTAL HARDWARE DOES NOT INCLUDE PEDESTALS OR INTERFACES.

4. Obtain necessary permits for all excavation work.
5. Be responsible during construction by Developer for loss of material, unreasonable damage, breakage and any liability in connection with any material furnished by Pacific; provided, however, that Developer shall not be liable for defects in materials existing at the time delivered by Pacific.
6. **Mandrel all ducts, place pull wires or 3/8 inch line in all ducts, verify all ties and provide accurate measurements for all conduit placed.**

**Job #: LB(17)7435249
Dwg. L-1 Issue 1**

C10153
TN 87010000

7. **Notify Pacific's Subway Inspector on 951-359-2237 no later than five working days prior to start of conduit placement.**
8. The Developer shall provide supervision over the coordination between various contractors working within the project in order to prevent damage to the facilities of the utility. The cost of repairs, replacement or relocation of utilities made necessary by others will be at the expense of the Developer until the project is complete.

When constructed, inspected and accepted, and title to the underground supporting structure is vested in Pacific, then Pacific will assume maintenance of the structure. Developer or his contractor, however, shall be responsible for any liability regarding integrity of trench compaction and paving according to public agency permit requirements for a period of two years.

9. Developer shall indemnify Pacific and save it harmless from all loss of liability of any character whatsoever, including damage to Pacific's facilities arising directly or indirectly out of the negligence or willful misconduct of Developer, its contractors, employees, agents or permittees, in connection with the work to be performed. This indemnity does not apply to existing defects in materials provided by Pacific or the acts or omissions of Pacific.
10. After the conduit is accepted by Pacific, provide a bill to Pacific for Pacific Bell's share of the cost for this project. **Send to:**

AT&T California - Engineering Dept.
Acquisition Desk-Melinda Powers
1265 Van Buren, Room 180
Anaheim, CA. 92807

Pacific agrees to:

1. Furnish Developer with working drawings and specifications for placing conduit and/or vault(s).
2. Furnish a list of approved contractors, (optional use) supplier index and material specifications.
3. Furnish and place all pedestals and (or) interfaces.
4. Provide inspection for the placement of conduit and/or vault(s).
5. Reimburse Developer, upon Pacific's acceptance of conduit system, for the cost of placing conduit classified as transiting conduit. Pacific will **upon submission by Developer of actual contractors and suppliers paid bills,** reimburse Developer for the actual cost of placing such conduit system (100% of total structure), provided that under no condition will this cost exceed **\$153,716.39.**

Job #: LB(17)7435249
Dwg. L-2 Issue 1

C10153
TN 87010000

Failure by either party to comply with the agreements as set forth in this letter could cause delay in providing service to the subject development.


Also, if there is no evidence of construction within 90 days from the date of execution, this Letter of Agreement may be terminated by written notice from either party.

Upon completion of work and acceptance by Pacific's Inspector, this letter shall be deemed as a "BILL OF SALE," thereby transferring ownership of said conduit and/or vault(s) to Pacific, free and clear of any and all liens, claims and encumbrances.


Please sign the original copy of this letter and **return to:**

AT&T California - Engineering Dept.
Acquisition Desk-Melinda Powers
1265 Van Buren, Room 180
Anaheim, CA. 92807

Yours truly,


Lee Corby
Engineer, AT&T California
Telephone: (951) 359-2255

PACIFIC APPROVAL

BY: 
FOR
TITLE: AREA MANAGER
DATE: 8-18-2009

ACCEPTED BY: _____
PACIFIC SUBWAY INSPECTOR
DATE: _____

DEVELOPER APPROVAL

BY: _____
Paul M. Eaton
TITLE: President, SANBAG Board of Directors
DATE: _____

Job #: LE(17)7435249
Dwg. L-3 Issue 1

C10153
TN 87010000